

**Solicitation No.
06SQ107730**

RECLAMATION

Managing Water in the West

Regulating Reservoir Shotcrete Liner West Extension Irrigation District

Umatilla Basin Project, Oregon



**UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
2006**

**This Solicitation issued by
Regional Director
Pacific Northwest Region
Bureau of Reclamation
1150 North Curtis Road, Suite 100
Boise ID 83706-1234**

**Phone inquiries
regarding this solicitation
should be made to
Regional Acquisition Management Officer
Telephone Number: (208) 378-5364**

**WEST EXTENSION IRRIGATION DISTRICT
REGULATING RESERVOIR SHOTCRETE LINER
UMATILLA BASIN PROJECT, OREGON**

FOREWORD

The principal components of the work to be performed under these specifications include removing and stockpiling 4-inch gravel surfacing from roadway surfaces, replacing 4-inch gravel surfacing on roadway surfacing, and placing permeable geotextile with 2-inch thick shotcrete on exposed impermeable geomembrane surfaces at the perimeter of Regulating Reservoir of the West Extension Irrigation District Water Exchange Facilities, Oregon, approximately one mile east of the City of Umatilla, in Umatilla County, Oregon.

A pre-bid site visit will be conducted in accordance with the Clause in Section L entitled “site Visit – Construction.” Bidders are strongly urged to participate in the site visit. Failure by bidders to inspect the site will not relieve them of the responsibility of properly estimating the difficulty or cost of successfully performing the work in accordance with the specifications and within the allowed time. Attendees are to provide and wear safety boots, hard hats, and safety vests.

FOR INFORMATION REGARDING BUREAU OF RECLAMATION'S HANDBOOK ENTITLED "RECLAMATION SAFETY AND HEALTH STANDARDS," (2002 EDITION) WHICH IS APPLICABLE TO WORK UNDER THIS CONTRACT, SEE NOTICE IN PART II, SECTION I ENTITLED "SAFETY AND HEALTH."

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REQUEST FOR QUOTATION			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 2 PAGES	
(THIS IS NOT AN ORDER)							
1. REQUEST NO. 06SQ107730		2. DATE ISSUED 08/02/2006		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5a. ISSUED BY Bureau of Reclamation - PNRO 1150 N Curtis Rd, Ste 100 Boise, ID 83706-1234		6. DELIVER BY (Date) 01/31/2007		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		RATING	
5b. FOR INFORMATION CALL (No collect calls)				9. DESTINATION			
NAME Sue Fraser			TELEPHONE NUMBER (208) 378-5103 ext.		a. NAME OF CONSIGNEE		
8. TO:				ATTN:			
a. NAME No Vendor Information Available				b. STREET ADDRESS No Destination Addresses Defined			
b. STREET ADDRESS				c. CITY			
d. CITY		e. STATE		f. ZIP CODE		d. STATE	
						e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 08/23/2006		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State, and local taxes)							
ITEM NO. (a)	SUPPLIES/ SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
						NUMBER	PERCENTAGE
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER							
b. STREET ADDRESS				16. SIGNER			
c. COUNTY				a. NAME (Type or print)			b. TELEPHONE
							AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)			NUMBER

Line Item Summary	Document Number 06SQ107730	Title Forebay Liner, Phase I, WEID	Page 2 of 2
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No Funding Information

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Forebay Liner - Phase I - West Extension Irrigation District	01/31/2007	1.00	jb	\$ _____	\$ _____
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See attached solicitation. Period of performance approximately November 6, 2006 through January 31, 2007. See Section B-1 for Bid Schedule.

There is an organized site visit on August 8, 2006 at 9:30 am. See L.6 for details.

**WEST EXTENSION IRRIGATION DISTRICT
REGULATING RESERVOIR SHOTCRETE LINER
UMATILLA BASIN PROJECT, OREGON**

- (a) Offers will be considered for award on the following schedules, but no offer will be considered for award on only one or a part of the schedules.
- (b) All offers are subject to the terms and conditions of this solicitation.
- (c) The quantities in the schedules are estimated quantities for comparison of offers only, and except as provided in the contract clause entitled "Variation in Estimated Quantity," no claim shall be made against the Government for overruns or underruns.
- (d) Review Section L provision, "Instruction for Mobilization and Preparatory Work Schedule Line Item - Bureau of Reclamation" at FAR WBR 1452.236-85 before completing schedule item 1.

SCHEDULE						
Item	Section	Work or Material	Quantity and unit		Unit Price	Amount
1	WBR 1452.232-81	Mobilization and preparatory work	For the lump sum of			\$
2	02342	Furnishing and installing permeable geotextile material	For the lump sum of			\$
3	02343	Furnishing and installing air/gas vent covers	24 pcs	\$		\$
4	02731	Removal and replacement of gravel surfacing	For the lump sum of			\$
5	02731	Furnishing additional gravel surfacing	60 tons	\$		
6	03372	Furnishing, testing, and placing shotcrete	For the lump sum of			\$
Failure to provide the following information will render your bid nonresponsive. See provisions in Sections L and M.						
7	Total for bid items 1 through 6 above					\$
8	Expected Equitable Adjustment (EEA) (15% of line 7)					\$
9	Bidder's Overhead Rate - ____%					\$
10	Overhead on EEA (line 9 x line 8)					\$
11	Evaluated Bid Total (total of lines 7, 8, and 10)					\$

Certification of Technical Specifications

Project Title: Umatilla Basin Project, Oregon

Region: Pacific Northwest Region

West Extension Irrigation District

Technical Specifications: Regulating Reservoir Shotcrete Liner

Prepared by: Spindler Date: 7/5/06

Technical Approval: Spindler Date: 7/5/06

(1) The person signing the specifications package as "Prepared by" has developed and/or assembled the technical specifications of this solicitation.

(2) The person signing the specifications package as "Technical Approval" has been in responsible charge of the overall design including developing or assembling the technical specifications in this solicitation. By this signature, the Bureau of Reclamation (a) certifies that the specifications paragraphs convey the design intent as portrayed on the drawings included therein and (b) ensures that specifications package containing designs from multiple disciplines prepared by other professions and disciplines and depicted in the document is compatible with the overall design intent. In cases where the designs described by the specifications meet the criteria for preparation by a registered engineer or architect, the "Technical Approval" is registered as such.

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01110 - SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION

- A. Work is located approximately one mile east of the City of Umatilla, in Umatilla County, Oregon.

1.02 PRINCIPAL COMPONENTS OF WORK

- A. The principal components of the work to be performed under these specifications include removing and stockpiling 4-inch gravel surfacing from roadway surfaces, replacing 4-inch gravel surfacing on roadway surfacing, and placing permeable geotextile with 2-inch minimum thickness shotcrete on exposed impermeable geomembrane surfaces at the perimeter of Regulating Reservoir of the West Extension Irrigation District Water Exchange Facilities, Oregon.

1.03 SPECIFICATIONS REQUIREMENTS

- A. Requirements in Division 1 – General Requirements apply to Division 2 through 16.
- B. Imperative statements in these specifications are Contractor requirements unless stated otherwise.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01111 - DRAWINGS

PART 1 GENERAL

1.01 QUALITY ASSURANCE

- A. Inform the Contracting Officer of any discrepancies, errors, or omissions discovered on drawings.

1.02 PROJECT CONDITIONS

- A. Where there are minor differences as determined by the Contracting Officer between details and dimensions shown on drawings and details and dimensions of existing features at jobsite, use details and dimensions of existing features at jobsite.

1.03 SPECIFICATION DRAWINGS

- A. Where details shown on standard drawings 40-D series differ from those shown on the other drawings or specifications requirements, use details shown on other drawings or specifications requirements.

1.04 INFORMATIONAL DRAWINGS

- A. Some drawings are marked "for information only" in the drawing list and are included to show some feature about which additional knowledge is required for offers.
- B. If there are differences as determined by the Contracting Officer between details and dimensions shown on these drawings and those of existing features at jobsite, use details and dimensions of existing features at jobsite.

1.05 COPIES OF DRAWINGS

- A. One set of full-size drawings, except standard drawings, will be furnished to the Contractor for construction purposes.
- B. Additional half-size copies of standard drawings will be furnished upon request to the Contractor for construction purposes.

PART 2 PRODUCTS

Not Used

PART 2 EXECUTION

Not Used

Table 01111A - List of Drawings

Sheet No.	Drawing No.	Title
General:		
1	1022-D-38	General Map
2	1022-D-68	Location Map
3	30-100-8145	Regulating Reservoir, Shotcrete Liner, Plan
4	30-100-8146	Regulating Reservoir, Shotcrete Liner, Sections and Details
5	30-100-8147	Regulating Reservoir, Shotcrete Liner, Typical Sections
For Information Only:		
6	1022-D-20	Regulating Reservoir and Pumping Plant, Site Plan
7	1022-D-118	Regulating Reservoir, Floatwell at Alignment Sta. 104+74.28, Plan, Sections, and Detail
8	1022-D-105	Regulating Reservoir, Sections and Details
9	1022-D-97	Canal, Roadway Crossing, Sta. 100+96.63, General Plan, Plan and Sections
10	1022-D-22	WEID Water Exchange Pumping Plant, General Arrangement and Outline, Plan, Sump Slab and Sections
11	1022-D-116	Regulating Reservoir, Overflow Wasteway, Plan and Sections

END OF SECTION

SECTION 01330 - SUBMITTALS

PART 1 GENERAL

1.01 COST

- A. Include cost in prices offered in the schedule for other items of work.

1.02 DEFINITIONS

- A. Days: Calendar days.
- B. Required Submittal Number (RSN): RSN identifies items to be submitted together as a complete submittal.

1.03 SUBMITTAL REQUIREMENTS

- A. In case of conflict between requirements of this section and requirements included elsewhere in these specifications, requirements included elsewhere take precedence.
- B. Professional certifications:
1. Sign and seal submittals requiring certification by a registered professional.
- C. Drawings and data:
1. Prepare drawings and data in English.
 2. Label drawings and data with Bureau of Reclamation contract number and bidding schedule item number(s).
 3. Mark items to be furnished on manufacturer's data for commercial products or equipment, such as catalog cut sheets. Identify manufacturer's name, type, model, size, and characteristics. Illustrate that product or equipment meets requirements of specifications.
 4. Drawings:
 - a. Minimum identification in title block:
 - 1) Bureau of Reclamation contract number and title.
 - 2) Contractor's or supplier's title and drawings number.
 - b. Size: D size or smaller.
 - c. Draw to scale with neat lettering using drafting equipment or computer drafting equipment.
 - d. Final drawings:
 - 1) AUTOCAD7 format (.dwg) or Drawing Transfer Format (.dxf) on 3-1/2-inch diskette or 74 min/650 MB CD-ROM disc.
 - 2) Original D size plots.

- 3) Show as-built changes, including revision dates, made during installation.

D. Manuals:

1. Copies: Bound and indexed.
2. Contents:
 - a. Parts identification lists, lists of special tools, and accessories.
 - b. Schematics and wiring diagrams.
 - c. Detailed instructions for installing, operating, lubricating, and maintaining equipment.
 - d. As-built drawings, photographs, and test records or reports if required by the specifications.

E. Photographs:

1. Submit negatives and photographs.
2. Photographs: Professional quality 8-inch by 10-inch color for each listed view.
3. Identify with adhesive labels on back.
 - a. Do not type directly on back of photograph.
 - b. Include contract number, name of equipment and view title.

F. Samples and color selection submittals:

1. Label with complete manufacturer's product and color identification.
2. Include type and quantity of materials specified in the referenced section in each "set" of samples.
3. Submit samples representative of product to be installed.
4. Submit color chips consisting of sample paint chips. Ink color reproductions are not acceptable.
5. Label each sample, sample kit, set of color chips, or color chart with Bureau of Reclamation contract number and title.
6. The Government will select architectural color and pattern after product approval.

1.04 SUBMITTALS PROCEDURES

- A. Submit only checked submittals. Submittals without evidence of Contractor's approval will be returned for resubmission.
- B. Submit complete sets of required materials for each RSN as specified in "Submittals Required" column in Table 01330A - List of Submittals. A complete set includes all listed items for RSNs with multiple parts.
- C. Submit number of sets specified in "No. of sets to be sent to:" column in Table 01330A - List of Submittals.

- D. Include the following information in transmittal letters:
1. Bureau of Reclamation contract number and title.
 2. Responsible code.
 3. RSN for each attached submittal.
 4. Number of sets for each RSN.
 5. Identify submittal as initial or resubmittal.
- E. More than one RSN may be submitted under a transmittal letter, provided the responsible code is the same.

1.05 GOVERNMENT REVIEW OF SUBMITTALS

- A. Time required:
1. The Government will require 10 days for review of each submittal or resubmittal, unless otherwise provided in these specifications.
 2. Time required for Government review of each submittal or resubmittal begins when the Government receives complete sets of materials required for a particular RSN and extends through return mailing postmark date.
- B. Time in excess of specified:
1. The Contracting Officer may extend the contract completion date to allow additional time for completing work affected by excess review time. The time extension will be to the extent that excess review time caused delay to the contract completion date. The time will not exceed the time used in excess of the specified number of days for review of submittals or resubmittals.
 2. Concurrent days of excess review time resulting from the Government's review of two or more separate submittals or resubmittals will be counted only once in extending the contract completion date.
 3. No time extension will be allowed if the Contractor fails to make complete approval submittals in sequence and within time periods specified.
 4. Adjustment for Government delay will be made only to the extent that:
 - a. Government approval was required under the contract, and
 - b. Requests for approval were properly and timely submitted and were approved.
 5. Adjustment will be subject to terms of paragraphs (b) and (c) of the clause "Suspension of Work," however, no such delay shall be deemed to be a "suspension order" as the term is used in that clause.
- C. Return of submittals:
1. One set of submittals required for approval will be returned either approved, not approved, or conditionally approved.

2. Submittals not approved:
 - a. Revise and resubmit for approval.
 - b. Show changes and revisions with revision date.
 - c. Describe reasons for significant changes in transmittal letter.
 - d. Resubmit returned submittals within 10 days after receiving the Government's comments, unless otherwise specified.
 - e. Requirements for initial submittals apply to resubmittals.
3. Do not change designs without approval of the Contracting Officer after approval drawings, documentation, and technical data have been approved.

1.06 TRANSMITTAL

- A. Send submittals required by Table 01330A - List of Submittals, to following addresses:
 1. Contracting Officer, Bureau of Reclamation, 1150 North Curtis Road, Suite 100, Boise ID 83706-1234.*

***The Contractor shall provide the Contracting Officer a copy of all correspondence and related documents, pertaining to this contract, that it addresses to a representative of the Government. This does not pertain to the Submittal Requirements as they are outlined herein.**
 2. Project Construction Engineer, Bureau of Reclamation, Pacific Northwest Construction Office, Attn: NCO-3100, 3701 River Road, Yakima WA 98902.
- B. Send a copy of each transmittal letter to offices listed above which are not sent the submittal.
- C. Submit drawings and data required to be submitted for which a specific mailing address is not given in these specifications to the Project Construction Engineer.
- D. Submittals not listed in Table 01330A - List of Submittals: Submit in accordance with this section.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

Table 01330A - List of Submittals

* Submittal types: A – Approval, I – Information

** CO indicates Contracting Officer and PCE indicates Project Construction Engineer.

RSN	Clause or Section Title	Submittals required	Due date or delivery time	Type*	Respon- sible code	No. of sets to be sent to: **	
						CO	PCE
I-1	Release of Claims (1452.204-70)	Release of claims (DI-137) against United States	After completion of work and prior to final payment	I	PCE	0	1
I-2	Certified Payrolls (52.222-8)	Certified payrolls	Weekly for each week any contract work is performed	I	PCE	0	1
I-3	Labor Standards Data (52.222-11)	1) List of subcontractors 2) Statement and Acknowledgement Form (SF-1413) for each subcontract	Within 14 days after award of contract, and within 14 days after award of any subcontract	I	PCE	0	1
I-4	Equal Opportunity (52.222-26)	Information required by Executive Order 11246 (SF-100)	Within 30 days following the award	I	PCE	0	1
I-5	Safety and Health (WBR 1452.223-81)	Safety program	Submitted and accepted before commencing onsite work. See section 3 of RSHS.	A	PCE	1	5
I-6	Safety and Health (WBR 1452.223-81)	Monthly accident summary report	First day of each month. See paragraph 3.8 of RSHS	I	CO	1	1
I-7	Bonds (52.228-15)	Performance and payment bonds	Within 10 calendar days after award	I	CO	1	0
I-8	Liability Insurance (1452.228-70)	Acceptable evidence showing that insurance has been obtained	Prior to commencement of work under the contract	I	PCE	0	1
I-9	Practicable schedule (52.236-15)	Blackline prints	Within 5 days after work commences on the contract or another period of time as determined by the Contracting Officer	A	PCE	1	2
I-10	Annotated schedule showing actual progress (52.236.15)	Blackline prints	As directed by the Contracting Officer	A	PCE	1	2
I-11	Supplementary schedule or schedules (52.236-15)	Blackline prints	As deemed necessary by the Contracting Officer	A	PCE	1	2
01563-1	Water pollution control	Water management plan	Within 30 days following award	A	PCE	0	5

Table 01330A - List of Submittals

* Submittal types: A – Approval, I – Information

** CO indicates Contracting Officer and PCE indicates Project Construction Engineer.

RSN	Clause or Section Title	Submittals required	Due date or delivery time	Type*	Responsible code	No. of sets to be sent to: **	
						CO	PCE
02342-1	Geotextile	Published specification and data sheets for polyester needle-punched non-woven geotextile	Within 30 days following award	A	PCE	0	5
02342-2	Geotextile	Published specification and data sheets for impermeable membrane	Within 30 days following award	A	PCE	0	5
02342-3	Geotextile	Published specification and data sheets for glue for geotextile	Within 30 days following award	A	PCE	0	5
02731-1	Removal and replacement of gravel surfacing	Gradation and sieve analysis for additional gravel surfacing	Within 30 days following award	A	PCE	0	0
03240-1	Synthetic fiber reinforcement	Product data	Within 30 days following award	A	PCE	0	5
03240-2	Synthetic fiber reinforcement	Manufacturer's certification	Within 30 days following award	A	PCE	0	5
03372-1	Shotcrete	Specific operating procedures	At least 7 calendar days before pre-construction testing	A	PCE	0	5
03372-2	Shotcrete	Laboratory test results for field placement panels	Within 30 days after samples are taken	A	PCE	0	5
03372-3	Shotcrete	Mix design	Within 30 days following award	A	PCE	0	5
03372-4	Shotcrete	Laboratory test results for compressive strength of submitted mix design	Sample at pre-construction meeting and rest within 24 hours after testing is completed	A	PCE	0	5

END OF SECTION

SECTION 01420 - REFERENCES

PART 1 GENERAL

1.01 COST

- A. Include cost of work in prices offered in the schedule for items of work for which references are required.

1.02 REFERENCES

- A. Referenced editions of standard specifications, codes, and manuals form a part of this specification to the extent referenced.
- B. These specifications take precedence when conflicting requirements occur between specifications and referenced standard.

1.03 JOBSITE REFERENCES

- A. Maintain at fabrication site, a copy of referenced standard specifications, codes, and manuals required for work in progress at fabrication site. Make available for use by the Government.
- B. Maintain onsite, a copy of referenced standard specifications, codes, and manuals required for onsite work in progress. Make available for use by the Government.

1.04 AVAILABILITY

- A. Federal Specifications, Standards, and Commercial Item Descriptions:
 - 1. Copies of Federal Specifications, Standards, and Commercial Item Descriptions may be obtained from GSA Federal Supply Service, see the provision at FAR 52.211-1, "Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29."
 - 2. Many Federal Specifications and Standards may be examined at the Bureau of Reclamation Denver Office Library, building 67, Denver Federal Center, West 6th Avenue and Kipling Street, Denver, Colorado.

B. Bureau of Reclamation documents:

1. Bureau of Reclamation Standard Specifications are designated with an M-series number. Copies of these documents may be obtained from Bureau of Reclamation, Attn: D-8170, PO Box 25007, Denver CO 80225-0007. Some M-series documents are available on the Internet at <http://www.usbr.gov/standardspecs/>.
2. Bureau of Reclamation manuals and other publications including significant scientific, technical, and engineering works are available from the National Technical Information Service (NTIS). Information regarding availability and pricing may be obtained by contacting NTIS at the following address:

United States Department of Commerce
National Technical Information Service
5285 Port Royal Road
Springfield, Virginia 22161
Telephone: (703) 487-4650 or 1-800-553-6847
3. Bureau of Reclamation was officially named Water and Power Resources Service for a short period. References to Water and Power Resources Service or any derivative form are synonymous with Bureau of Reclamation.

C. Industrial and Governmental documents:

1. Addresses for obtaining some industrial and governmental (other than Federal and Bureau of Reclamation specifications and standards) specifications, standards, and codes are listed in Table 01420A - Addresses for Specifications, Standards, and Codes.

Table 01420A - Addresses for Specifications, Standards, and Codes		
Acronym	Name and Address	Telephone
ASME	American Society of Mechanical Engineers 3 Park Ave. New York, NY 10016-5990 www.asme.org	(800) 843-2763
ASTM	American Society for Testing Materials 100 Barr Harbor Dr. West Conshohocken, PA 19428-2959 www.astm.org	(601) 832-9585

Table 01420A - Addresses for Specifications, Standards, and Codes		
Acronym	Name and Address	Telephone
AWS	American Welding Society 550 NW LeJeune Rd. Miami, FL 33126 www.aws.org	(800) 443-9353 (305) 443-9353
ICC	International Code Council 5203 Leesburg Pike #708 Falls Church, VA 22041 www.intlcode.org	(703) 931-4533
SAE	Society of Automotive Engineers 755 W. Big Beaver, Suite 1600 Troy MI 48084 www.sae.org	(877) 606-7323

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01562 - ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.01 COST

- A. Include cost in the prices offered in the schedule for other items of work, except as specified.
- B. Costs for damages and work stoppage are the Contractor's responsibility.

1.02 REFERENCES

- A. Bureau of Reclamation (USBR)
 - 1. USBR RSHS-2002 Reclamation Safety and Health Standards

1.03 REGULATORY REQUIREMENTS

- A. Comply with Federal, State, and local laws and regulations.
- B. Comply with USBR RSHS.
- C. Conform to most stringent requirement in cases of conflict between specifications, regulatory requirements, and USBR RSHS.
- D. Contractor shall be responsible for damages resulting from dust originating from Contractor operations in accordance with clause at FAR 52.236-7 "Permits and Responsibilities."
- E. The Contracting Officer may stop any construction activity in violation of Federal, State, or local laws and additional expenses resulting from work stoppage will be responsibility of Contractor.

1.04 DUST CONTROL

- A. Provide dust control and abatement during construction.
- B. Prevent, control, and abate dust pollution on rights-of-way provided by Government or elsewhere during performance of work.

- C. Provide labor, equipment, and materials, and use efficient methods wherever and whenever required to prevent dust nuisance or damage to persons, property, or activities, including, but not limited to, crops, orchards, cultivated fields, wildlife habitats, dwellings and residences, agricultural activities, recreational activities, traffic, and similar conditions.
- D. Provide means for eliminating atmospheric discharges of dust during mixing, handling, and storing of cement, pozzolan, and concrete aggregate.

1.05 AIR POLLUTION CONTROL

- A. Utilize reasonably available methods and devices to prevent, control, and otherwise minimize atmospheric emissions or discharges of air contaminants.
- B. Do not operate equipment and vehicles that show excessive exhaust gas emissions until corrective repairs or adjustments reduce such emissions to acceptable levels.
- C. Burning materials is not permitted.

1.06 NOISE CONTROL

- A. Only construction activities approved by Contracting Officer will be allowed during hours of 5 p.m. to 8 a.m.
- B. Noise barriers and equipment mufflers required.

1.07 LIGHT CONTROL

- A. Direct stationary floodlights to shine downward at an angle less than horizontal.
- B. Shield floodlights so that floodlights will not be a nuisance to surrounding areas.
- C. Direct lighting so that residences are not in direct beam of light.
- D. Correct lighting control problems when they occur as approved by the Contracting Officer.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01563 - WATER POLLUTION CONTROL

PART 1 GENERAL

1.01 COST

- A. Include in prices offered in the schedule for items of work that require water pollution prevention measures.

1.02 REFERENCES

- A. Bureau of Reclamation (USBR)
1. USBR RSHS-2002 Reclamation Safety and Health Standards

1.03 SUBMITTALS

- A. Submit the following in accordance with Section 01330 - Submittals:
1. RSN 01563-1, Water Management Plan: Submit detailed Water Quality Management Plan for construction activities that involve less than 1 acre of land in the vicinity of any stream, flowing or dry watercourse, lake, wetland, reservoir, or underground water source.
 - a. Name of person who will be responsible for implementing and carrying out plan.
 - b. Relationship of methods and descriptions herein to conditions of required permits specified in article titled "Contractor Responsibilities."
 - c. Precautions which will be taken to avoid discharge or accidental spills of pollutants into a river, stream, watercourse, or lake.
 - d. Demonstrated compliance with State and local waste disposal, sanitary sewer, or septic regulations.
 - e. Methods of handling and treating wastewater, including drawings or maps indicating locations for evaporation or settling ponds, treatment facilities, best management practices to prevent water pollution, and discharge points.
 - f. Methods for preventing or controlling runoff and erosion for construction sites, both during and after construction including:
 - 1) Access and haul roads;
 - 2) Stockpile, borrow, and waste areas;
 - 3) Construction plant and equipment yards;
 - 4) All excavated surfaces;
 - 5) Areas containing slurry ponds or water treatment facilities;

- 6) Buffer zones; and
- 7) Other impacted areas.
- g. Information on vegetative practices, structural control, silt fences, straw dikes, sediment and operator controls, stormwater controls, and solid waste controls. Address stormwater controls for appropriate stormwater management measures including velocity dissipators. Address solid waste controls for building materials and offsite tracking of sediment.

1.04 REGULATORY REQUIREMENTS

- A. Construction safety standards: Comply with sanitation and potable water requirements of section 7 of USBR RSHS.
- B. Laws, regulations, and permits:
 - 1. Perform construction operations to comply, and ensure subcontractors comply, with:
 - a. Applicable Federal, State, and local laws, orders, regulations, and Water Quality Standards concerning control and abatement of water pollution.
 - b. If conflict occurs between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.
- C. Contractor violations:
 - 1. If noncompliance should occur, immediately (verbally) report noncompliance to the CO. Submit specific information within two (2) days.
 - 2. Violation of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in the CO stopping site activity until compliance is ensured.
 - 3. The Contractor shall not be entitled to extension of time, claim for damage, or additional compensation by reason of such a work stoppage.
 - 4. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 POLLUTION CONTROLS

- A. Control pollutants by use of sediment and erosion controls, wastewater and stormwater management controls, construction site management practices, and other controls including State and local control requirements.
- B. Sediment and erosion controls:
 - 1. Establish methods for controlling sediment and erosion which address vegetative practices, structural control, silt fences, straw dikes, sediment controls, and operator controls as appropriate.
 - 2. Institute stormwater management measures as required, including velocity dissipaters, and solid waste controls which address controls for building materials and offsite tracking of sediment.
- C. Wastewater and stormwater management controls:
 - 1. Pollution prevention measures:
 - a. Use methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.
 - b. Prevent wastewater from general construction activities such as drainwater collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations from entering flowing or dry watercourses without the use of approved turbidity control methods.
 - c. Divert stormwater runoff from upslope areas away from disturbed areas.
 - 2. Turbidity prevention measures:
 - a. Use methods for prevention of excess turbidity which include, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life.
- D. Construction site management:
 - 1. Contractor construction operations:
 - a. Perform construction activities by methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other

petroleum products, aggregate processing tailings, mineral salts, and thermal pollution.

2. Stockpiled or deposited materials: Do not stockpile or deposit excavated materials or other construction materials, near or on, stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can in any way encroach upon the watercourse.
3. Petroleum product storage tanks management:
 - a. Place oil or other petroleum product storage tanks at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.
 - b. Do not use underground storage tanks.
 - c. Construct storage area dikes at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity located in each area plus a sufficient amount of freeboard to contain the 25-year rainstorm. Line diked areas with an impermeable barrier at least 50 mils thick.
 - d. Areas for refueling operations: Line with impermeable barrier at least 10 mils thick covered with 2 to 4 inches of soil.

END OF SECTION

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 COST

- A. When a separate item which includes furnishing of a material is provided in the offered schedule, include cost of furnishing, hauling, storing, and handling in the price offered in the schedule for the item.
- B. When a separate item is not provided in the schedule for furnishing a material, include cost of furnishing, hauling, storing, and handling in the price offered in the schedule for work for which the material is required.

1.02 REFERENCES

- A. American Society of Mechanical Engineers (ASME)
 - 1. ASME B1.1-2003 Unified Inch Screw Threads, UN and UNR Thread Form
 - 2. ASME B1.20.1 (R2001) 1983 Pipe Threads, General Purpose, Inch
- B. Bureau of Reclamation (USBR)
 - 1. USBR - RSHS 2002 Reclamation Safety and Health Standards

1.03 DEFINITIONS

- A. Essential characteristics: As used in these specifications, the term "essential characteristics" is synonymous with the term "salient characteristics."
- B. Salient characteristics: Those qualities of an item that are essential to ensure that the intended use of the item can be satisfactorily realized.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Transport and handle manufactured products in accordance with manufacturer's instructions.
- B. Store and protect manufactured products in accordance with manufacturer's instructions and USBR RSHS. Obtain these instructions from the manufacturer before delivery of materials to jobsite. Maintain a copy of these instructions at jobsite.

- C. Protect materials subject to adverse effects from moisture, sunlight, ultraviolet light, or weather during storage at jobsite.
- D. Store curing compounds, sealants, adhesives, paints, coatings, sealers, joint compounds, grouts, and similar products at the temperature and environmental conditions recommended by manufacturer.

1.05 MAINTENANCE

- A. Extra materials:
 - 1. Furnish additional maintenance materials specified as "extra materials" in the specifications. Provide maintenance material identical to installed material and provide from the same manufacturer's production lot as installed material.
 - 2. Package extra materials for storage and label with complete product identification on packaging.
 - 3. Deliver extra materials to the Government at jobsite and place in storage as directed by the Contracting Officer.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Provide materials required for completion of work.
- B. Provide type and quality described in these specifications. Make diligent effort to procure specified materials from any and all sources.
- C. Furnish new materials conforming to referenced standard unless otherwise specified.
- D. For materials not covered by Federal or other specifications, furnish materials of standard commercial quality.
- E. If materials to be used deviate from or are not covered by recognized specifications and standards, submit, for approval, justification for and exact nature of the deviation, and complete specifications for materials proposed for use.
- F. Make parts accurately to standard gauge where possible.
 - 1. Use unified screw threads conforming to ASME B1.1 or B1.20.1 for threads, including but not limited to those of bolts, nuts, screws, taps, pipes, and pipefittings.

2. For internal connections only, the Contractor may deviate from ASME standards, provided a complete set of taps and dies are furnished as required to facilitate repair or replacement.
- G. Permanently mark fasteners with a symbol identifying the manufacturer and with symbol(s) indicating grade, class, type, and other identifying marks in accordance with reference or applicable standard.

2.02 SUBSTITUTIONS

- A. If materials required by these specifications become unavailable, because of Government priorities or other causes, substitute materials may be used.
- B. Obtain written approval to use substitute materials from the Contracting Officer. State in the request for approval the amount of the adjustment, if any, to be made in favor of the Government.
- C. The Government's determination as to whether substitution will be permitted and as to what substitute materials may be used, shall be final and conclusive.
- D. If approved substitute materials are of less value to the Government or involve less cost to the Contractor than specified material, a contract adjustment will be made in favor of the Government. Where the amount involved or the importance of substitution warrants, a deductive modification to the contract will be issued.
- E. No payments in excess of prices offered in the schedule will be made because of substitution of one material for another or because of use of one alternate material in place of another.

2.03 WORKMANSHIP

- A. Accurately manufacture and fabricate materials in accordance with best modern practice and requirements of these specifications, notwithstanding minor errors or omissions therein.
- B. Use liberal factors of safety and adequate shock-absorbing features in designs, especially for parts subjected to variable stress or shock, including alternating or vibrating stress or shock.
- C. Include provisions which prevent components from loosening for shock-absorbing features and parts subject to vibration.
- D. For rotating parts of motors and exciters, maximum unit stress due to runaway speed shall not exceed $\frac{2}{3}$ of the yield point.

2.04 SOURCE QUALITY ASSURANCE

- A. Materials will be subject to inspection in accordance with clauses at FAR 52.236-5 "Material and Workmanship" and 52.246-12 "Inspection of Construction" at any one or more of the following locations, as determined by the Contracting Officer:
 - 1. At place of production or manufacture.
 - 2. At shipping point.
 - 3. At jobsite.
- B. To allow sufficient time to provide for inspection, provide at time of issuance, copies of purchase orders, including drawings and other pertinent information, covering material on which inspection will be made as advised by the Contracting Officer, or provide other evidence if such purchase orders are issued verbally or by letter.
- C. Inspection of materials at any location specified above or waiving of inspection shall not be construed as being conclusive as to whether materials and equipment conform to contract requirements under the clause at FAR 52.246-12 "Inspection of Construction," nor shall the Contractor be relieved thereby of the responsibility for furnishing materials meeting the requirements of these specifications.
- D. Acceptance of materials will be made only at the jobsite.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Final inspection and acceptance of materials will be made only at the jobsite after installation and testing.

END OF SECTION

DIVISION 2 – SITE WORK

SECTION 02342 - GEOTEXTILE

PART 1 GENERAL

1.01 PAYMENT

A. Furnishing and Installing Permeable Geotextile Material:

1. Payment: Lump sum price offered in the schedule
 - a. Includes furnishing, placing and staking, gluing, and repairing geotextile material.

1.02 REFERENCES

A. ASTM International (ASTM)

- | | | |
|----|------------------------|---|
| 1. | ASTM D 3786-01 | Standard Test Method for Hydraulic Bursting Strength of Textile Fabrics - Diaphragm Bursting Strength Tester Methods |
| 2. | ASTM D 4355-05 | Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus |
| 3. | ASTM D 4491-99a (2004) | Standard Test Methods for Water Permeability of Geotextiles by Permittivity |
| 4. | ASTM D 4533-04 | Standard Test Method for Trapezoid Tearing Strength of Geotextiles |
| 5. | ASTM D 4632-91(2003) | Standard Test Method for Grab Breaking Load and Elongation of Geotextiles |
| 6. | ASTM D 4833-00e1 | Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products |
| 7. | ASTM D 5199-01(2006) | Standard Test Method for Measuring the Nominal Thickness of Geosynthetics |
| 8. | ASTM D 5261-92(2003) | Standard Test Method for Measuring Mass per unit Area of Geotextiles |

1.03 SUBMITTALS

A. Submit the following in Accordance with Section 01330 - Submittals:

1. RSN 02342-1, Contractor shall submit for approval, manufacturer published specifications and data sheets for Polyester Needle-punched Non-woven geotextile, per article 2.01A below. Material submitted shall demonstrate compliance with these specifications.

2. RSN 02342-2, Contractor shall submit for approval, manufacturer published specifications and data sheets for Impermeable Membrane, per article 2.01B below. Material submitted shall demonstrate compliance with these specifications.
3. RSN 02342-3, Contractor shall submit for approval, manufacturer published specifications and data sheets for glue for geotextile, per article 2.01C below. Material submitted shall demonstrate compliance with these specifications.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Protect geotextile from punctures, abrasions, excessively hot or cold temperatures and other damaging conditions.
- B. Deliver materials to the jobsite in their original containers as labeled by the manufacturer. Follow manufacturer's directions for protection of materials before and during installation. Do not use damaged materials. Remove damaged geotextile from the project site at no additional cost.
- C. In no event shall the geotextile be placed over rocks or other materials, which are capable of puncturing or stressing the geomembrane. Existing smooth surfaces shall be broom clear before placement of the geotextile. Geotextile shall be deployed and field-seamed only when it is dry, free of dust, dirt and foreign material.
- D. Place geotextile as shown on the drawings. Geotextile shall be anchored at top of slopes by staking or gluing.

PART 2 PRODUCTS

2.01 PRODUCTS

- A. Polyester Needle-punched Non-woven geotextile: Polyester Needle-punched Non-woven (PNN) geotextile shall be ULTIMATE[®] 160-PET as manufactured by Huesker Inc., 7154 W. State Street, #381, Boise ID 83714-7421, 208-841-0344; or equal, with the following salient characteristics:

PHYSICAL PROPERTIES OF ULTIMATE[®] 160-PET		
PROPERTY	TEST METHOD	VALUES
Mass Per Unit Area	ASTM D-5261	16oz/yd ²
Thickness	ASTM D-5199	140 Mils
Grab Tensile Strength (MD)	ASTM D-4632	300 lbs
Grab Elongation (MD)	ASTM D-4632	50%
Trapezoid Tear Strength (MD)	ASTM D-4533	145 lbs
Puncture Strength, (5/16/)	ASTM D-4833	180 lbs

PHYSICAL PROPERTIES OF ULTIMATE[®] 160-PET (con't)		
PROPERTY	TEST METHOD	VALUES
Mullen Burst Strength	ASTM D-3786	550 psig
UV Resistance	ASTM D-4355	70%
Color	N/A	Carbon Black
Each roll of PNN delivered to the project site shall be labeled by the manufacturer with a roll label that indicates manufacturer's name, product identification, lot number, roll number and roll dimensions.		

- B. Impermeable Membrane for repairs: Impermeable Membrane shall be Canal³ 8208-PET composite liner as manufactured by Huesker Inc., 7154 W. State Street, #381, Boise ID 83714-7421, 208-841-0344; or equal, which is a top and bottom layer of non-woven geotextile, each bonded to a center layer of geomembrane, with the following salient characteristics:

COMPOSITE LINE PHYSICAL PROPERTIES		
Property	Test Method	Value
Mass Per Unit Area	ASTM D 5261	36oz/yd ²
Membrane Thickness	ASTM D 5199	20 mils
Grab tensile Strength (MD)	ASTM D 4632	300 lbs
Grab Elongation (MD)	ASTM D 4632	>50%
Trapezoidal Tear Strength (MD)	ASTM D 4533	100 lbs
Puncture Strength, (5/16)	ASTM D 4833	225 lbs
Permeability	ASTM D 4491	Non-measurable

Values are Minimum Average Roll Values (MARVS's)

- C. Glue for geotextile: Glue for geotextiles shall be JOWAT Highterm Hot Melt Glue as manufactured by Jowat Corporation, PO Box 1368, High Point, NC 27261, phone: 800-322-GLUE or 336-434-9000, Fax: 336-434-9019, www.jowat.com; or equal, with the following salient characteristics:
1. A low viscosity, elastic hot melt adhesive with good adhesion and hot tack, high heat resistance and long open time. Principal component is polyolefin.
 2. Has the following physical properties:
 - a. Softening point: Approximately 145 deg C.
 - b. Application temperature: 180 to 200 deg C.
 - c. Open time at 200 deg C: 20 seconds approximately.
 - d. Set time applied at 200 deg C: 10 seconds approximately.
 3. Demonstrates good adhesion to:
 - a. Metals.
 - b. Cast-in-place concrete.

- c. Ethylene Interpolymer Alloy (EIA), the material of the existing impermeable liner of the reservoir.
- d. Polyester Needle-punched Non-woven (PNN) geotextile, as specified herein.
- e. Impermeable Membrane for repairs, as specified herein.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install geomembrane in accordance with manufacturer's recommendations.
- B. Surface to receive geotextile: Relatively free of obstructions, depressions, debris, and soft or low-density pockets of material. Existing smooth surface shall be broom clean.
- C. Place geotextile in the manner and at the locations shown on the drawings.
- D. Lay geotextile smooth and free of tension, stress, folds, wrinkles, or creases so far as is practical and except where required in these specifications.
- E. Handle geotextile in such a manner as to ensure it is not damaged in any way.
- F. In the presence of wind, weight geotextile with sandbags or the equivalent. Install such sandbags during placement and keep in place until replaced with cover material.
- G. During placement, take care to not entrap in the geotextile, stones, soil, excessive dust, or moisture that could damage the geotextile.
- H. Seaming for PNN is not required. Two feet minimum overlap of edges is required at any joints. Longitudinal joints and seams are not permitted.
- I. Temporarily brace air/gas vent cover until after shotcrete has strength.

3.02 REPAIR

- A. Repair of damaged PNN geotextile: Replace or repair any part of the PNN geotextile damaged during installation or placement of covering materials prior to proceeding with the work, in the following manner:
 - 1. Remove covering materials from the damaged area of the geotextile and remove any soil, green shotcrete, or other material which may have been placed on the torn geotextile.
 - 2. Repair damaged geotextile by placing an additional layer of the specified geotextile so as to cover the damaged area and attach the patch to undamaged geotextile with glue.

B. Repair of damage to the existing EIA Impermeable Membrane: Damaged parts of the existing EIA Impermeable Membrane of the reservoir shall be repaired prior to proceeding with the work in the following manner:

1. If the damaged parts of the existing membrane are already covered with PPN and shotcrete, an area of green shotcrete, 2 feet larger all around than the perimeter of the required impermeable patch, shall be carefully removed, exposing the PNN.
2. If the damaged parts of the existing membrane are already covered with PPN, an area of PNN, 1 foot larger all around than the perimeter of the required impermeable patch, shall be carefully removed, exposing the damaged existing EIA Impermeable Membrane.
3. Portions of the damaged existing EIA Impermeable Membrane may be cut out if necessary to create a smooth surface. Sharp stones and debris shall be removed. The earth surface below the damaged area shall be filled with additional earth, or shall be removed as necessary. The earth surface shall be tamped to create a flat strong compacted earth surface flush with the adjacent undamaged surfaces.
4. An area of the damaged existing EIA Impermeable Membrane, 1 foot larger all around than the damaged area, shall be made broom clean. An impermeable patch, 1 foot larger all around than the damaged area, shall be made of Impermeable Membrane for repairs as specified herein. The impermeable patch shall be glued to the broom clean surface of the existing EIA Impermeable Membrane with a continuous bead of glue for geotextile to form a continuous watertight connection between the patch and the existing membrane.
5. If PNN was removed to perform the repair, it shall be replaced as specified in article 3.02A - Repair of damaged PNN geotextile, above.
6. If shotcrete was removed to perform the repair, it shall be replaced with new shotcrete as specified in Section 03372 - Shotcrete.

END OF SECTION

SECTION 02343 - GEOTEXTILE ACCESSORIES

PART 1 GENERAL

1.01 PAYMENT

A. Furnishing and Installing Air/Gas Vent Covers:

1. Payment: Price per each piece offered in the schedule.
 - a. Includes furnishing and modifying pre-cast concrete rings, furnishing, welding, machining and fabricating aluminum lids, assembling lids and rings into air/gas vent covers, and placing air/gas vent covers.

1.02 REFERENCES

A. American Welding Society (AWS)

1. AWS D1.2-03 Structural Welding Code - Aluminum

B. SAE International (SAE)

1. SAE AMS 4027M (2002) Aluminum Allow, Sheet and Plate, 6061-T6 (Sheet) 6061-T651 (Plate)

PART 2 PRODUCTS

2.01 PRODUCTS

A. Rings for the air/gas vent cover: Precast concrete manhole grade rings for use as the part designated "Ring" on Drawing No. 30-100-8147, shall be Shope Concrete Products Grade Rings as manufactured by Shope Enterprises, Inc., 1618 East Main Avenue, Puyallup WA 98372, Telephone No. (253) 848-1551; or equal, with the following salient characteristics:

1. Made of precast reinforced concrete containing steel reinforcement and meeting the criteria of Oregon DOT (or any other state's department of transportation) for manhole components.
2. Dimensions shown on the drawing.
3. Good quality precast concrete. Products with honeycomb, exposed reinforcement or other obvious defects are not permitted.
4. Sharp edges and projections which might puncture or cut the existing impermeable geomembrane against which the rings will be placed are not permitted. They shall be ground off the rings with power tools.

- B. Stakes for anchoring PNN: Stakes shall be made of soft wood, like pine or hemlock, and shall be 2-inch x 1-inch nominal size or larger and shall be 18 inches long or longer. Any stake that does not break while being driven is strong enough. Stakes shall be driven so that no more than 3/4-inch protrudes above the ground. Stakes may be abandoned in place if they are covered with gravel or shotcrete. No stake shall be driven through the existing impermeable membrane.
- C. Aluminum diamond plate: Aluminum Diamond Plate shall meet the requirements of SAE 6061 T6.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Lids for the air/gas vent cover: The part designated "Lid" on Drawing No. 30-100-8147 shall be fabricated as shown on the drawing.
 - 1. Fabricate from SAE 6061 T6 aluminum diamond plate.
 - 2. Welds shall be smooth and ductile. When struck with a hammer, the 2-inch x 4-1/2-inch aluminum plates fastened to the body of the lid will bend, yield, and take a permanent deformation without failing a weld. Any welding method complying with the Structural Welding Code for Aluminum is acceptable.
 - 3. No sharp edges and no burrs are permitted. Break all edges.

END OF SECTION

SECTION 02731 - REMOVAL AND REPLACEMENT OF GRAVEL SURFACING

PART 1 GENERAL

1.01 GENERAL

- A. The existing 4-inch thick gravel surfacing shall be removed from the areas shown in the drawings and shall be placed in stockpiles in areas of the service yard as directed by the Contracting Officer. Gravel surfacing adjacent to structures and equipment, and surfacing adjacent to the existing impermeable geomembrane shall be excavated by hand to avoid damage to these features. Any part of the excavated gravel surfacing which is identified by the Contracting Officer as unsuitable for salvage shall be wasted. The Contractor shall replace and compact the 4-inch thick gravel surfacing, using all of the salvaged gravel surfacing stockpiled in the yard and furnishing additional gravel surfacing as necessary.

1.02 PAYMENT

- A. Removal and Replacement of Gravel Surfacing:
1. Payment: Lump sum price offered in the Schedule.
 - a. Includes cost of excavating, hand excavating, and stockpiling the existing 4-inch thick surfacing, repairing damaged existing impermeable membrane and existing structures and equipment, wasting unsuitable gravel surfacing, and placing, watering, and compacting both stockpiled and furnished gravel surfacing.
- B. Furnishing Additional Gravel Surfacing:
1. Payment: Price per each ton offered in the schedule.
 - a. Includes obtaining, transporting to the worksite, and furnishing gravel for 4-inch thick gravel surfacing as specified. Measurement shall be made by the ton and determined by a certified scale.

1.03 REFERENCES

- A. ASTM International (ASTM)
1. ASTM D 1241-00 Standard Specification for Materials for Soil-Aggregate Subbase, Base, and Surface Courses

1.04 SUBMITTALS

- A. Submit in accordance with Section 01330 - Submittals:
 - 1. RSN 02731-1, Gradation and sieve analysis for additional gravel surfacing for approval.

PART 2 PRODUCTS

2.01 PRODUCTS

- A. Gravel for 4-inch thick gravel surfacing: Gravel for 4-inch thick gravel surfacing materials shall be well graded sand with gravel, 100 % passing the 1-inch sieve, conforming to the requirements for Type I, Gradation C, ANSI/ASTM D 1241.

PART 3 EXECUTION

3.01 REMOVAL OF EXISTING GRAVEL SURFACING

- A. The existing 4-inch thick gravel surfacing shall be removed from the areas shown in the drawings.
- B. It shall be placed in stockpiles in areas of the service yard as directed by the Contracting Officer.
- C. Gravel surfacing adjacent to structures and equipment in the yard and adjacent to the existing impermeable geomembrane shall be excavated by hand to avoid damage to these features. Damage to existing impermeable geomembrane shall be repaired as specified in Section 02342, Geotextile. Damage to structures and equipment shall be repaired as directed by the Contracting Officer.
- D. Any part of the excavated gravel surfacing which is identified by the Contracting Officer as unsuitable for salvage shall be wasted. Wasted material shall be removed from the site and shall become the property of the Contractor. The Contractor shall dispose of these materials in keeping with federal, state and local law.

3.02 REPLACEMENT OF GRAVEL SURFACING

- A. The Contractor shall place 4-inch thick gravel surfacing as shown on the drawing. The top of the gravel surfacing shall match the elevation of the undisturbed existing gravel surfacing where it meets undisturbed gravel surfacing. The gravel surfacing shall be placed at least 4 inches thick. The gravel surfaces shall be uniformly graded and shall be sloped to drain.

- B. Gravel surfacing shall be moistened as directed by the Government using a tank truck with distribution bar. Water for this purpose shall be furnished and placed by the Contractor. Gravel surfacing shall be compacted in lifts not to exceed 4 inches per lift. Compaction shall be accomplished by wheel rolling each lift with a minimum of three passes of the equipment used to spread and grade the gravel, or by other effective means approved by the Contracting Officer.

3.03 SALVAGE OF EXISTING GRAVEL SURFACING AND FURNISHING GRAVEL SURFACING.

- A. Gravel surfacing for placement shall be obtained from stockpiles of gravel surfacing placed by the Contractor in the service yard under article 3.01 - Removal of Existing Gravel Surfacing specified above.
- B. In the event that suitable stockpiles of gravel surface do not provide enough material to replace 4-inch thick gravel surfacing as specified in article 3.02 - Replacement of Gravel Surfacing, the Contractor shall furnish additional gravel surfacing for this purpose. All gravel surfacing furnished shall meet the requirement of gravel for 4-inch thick gravel surfacing as specified in these specifications.

END OF SECTION

DIVISION 3 – CONCRETE

SECTION 03240 - SYNTHETIC FIBER REINFORCEMENT

PART 1 GENERAL

1.01 GENERAL

- A. Polypropylene fibrillated fibers used as concrete reinforcement.

1.02 COST

- A. Include costs for fibers used as concrete reinforcement in the lump sum price offered in the schedule for furnishing, testing, and placing shotcrete.

1.03 REFERENCES

- A. ASTM International (ASTM)
1. ASTM C 1116-03 Standard Specification for Fiber-Reinforced Concrete and Shotcrete

1.04 SUBMITTALS

- A. Submit in accordance with Section 01330 - Submittals.
1. RSN 03240-1, Product Data: Submit manufacturer's product data, including application rate and mixing instructions.
 2. RSN 03240-2, Manufacturer's Certification: Manufacturer's certification that synthetic fiber reinforcement complies with specified requirements.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver synthetic fiber reinforcement in manufacturer's original, unopened, undamaged containers and packaging, with labels clearly identifying product name, unique identification number, code approvals, directions for use, manufacturer, and weight of fibers.
- B. Storage:
1. Store synthetic fiber reinforcement in clean, dry, cool area indoors in accordance with manufacturer's instructions.
 2. Do not store synthetic fiber reinforcement in direct sunlight.
 3. Keep packaging sealed until ready for use.
- C. Handling: Protect synthetic fiber reinforcement during handling to prevent contamination.

PART 2 PRODUCTS

2.01 SYNTHETIC FIBER REINFORCEMENT

- A. Synthetic Fiber Reinforcement: Polymesh™, as manufactured by General Resource Technology, 2978 Center Court, Eagan, MN 55121, Phone: 800-324-8154, Fax: 651-454-4252; or equal, with the following salient characteristics:
1. Material: 100% virgin fibrillated polypropylene.
 2. Conformance: ASTM C 1116, Type III.
 3. Fiber length: 3/4-inch.
 4. Alkali resistance: High.
 5. Absorption: Nil.
 6. Specific gravity: 0.91.

PART 3 EXECUTION

3.01 MIXING

- A. Add synthetic fiber reinforcement to concrete mixture in accordance with manufacturer's instructions.
- B. Application rate: Add synthetic fiber reinforcement at application rate of 1-1/2 pounds per cubic yard of concrete.
- C. Concrete shall be as specified in Section 03372 - Shotcrete.

3.02 PLACING

- A. Placing concrete shall be as specified in Section 03372 - Shotcrete.

END OF SECTION

SECTION 03372 - SHOTCRETE

PART 1 GENERAL

1.01 GENERAL

- A. The minimum thickness of shotcrete shall be the thickness shown on the drawings. Where no thickness is shown, the minimum thickness shall be 2 inches. The maximum thickness shall be 4 inches. Thickness shall be measured by probing the wet shotcrete with a rigid ruler after it is placed.
- B. Mechanical properties of the shotcrete shall be determined by testing cores or cubes taken from test panels. During placement, companion panels shall be made to provide quality control.
- C. No finish is required on the surface of the shotcrete. Transverse tooled joints shall be provided at spacing no greater than 16 feet on center all around the perimeter of the reservoir.

1.02 PAYMENT

- A. Furnishing, Testing, and Placing Shotcrete:
 - 1. Payment: Lump sum price offered in the schedule.
 - a. Includes furnishing, placing, testing, finishing, and curing shotcrete.

1.03 REFERENCES

- A. ASTM International (ASTM)
 - 1. ASTM C 31/C 31M-03a Standard Practice for Making and Curing Curing Test Specimens in the Field
 - 2. ASTM C 33-03 Standard Specification for Concrete Aggregates
 - 3. ASTM C 39/C 39M-05 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - 4. ASTM C 94/C 94M-05 Standard Specification for Ready-Mixed Concrete
 - 5. ASTM C 143/C 143M-05a Standard Test method for Slump of Hydraulic Cement Concrete
 - 6. ASTM C 150-05 Standard Specification for Portland Cement

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|-----|------------------------|--|
| 7. | ASTM C 231-04 | Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method |
| 8. | ASTM C 260-01 | Standard Specification for Air-Entraining Admixtures for Concrete |
| 9. | ASTM C 309-06 | Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete |
| 10. | ASTM C 494/C494M-05a | Standard Specification for Chemical Admixtures for Concrete |
| 11. | ASTM C 618-05 | Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete |
| 12. | ASTM C 1017/C 1017M-03 | Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete |
| 13. | ASTM C 1064/C 1064M-05 | Standard Test method for Temperature of Freshly Mixed Hydraulic-Cement Concrete |
| 14. | ASTM C 1077-05be1 | Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation |
| 15. | ASTM C 1602/C 1602M-06 | Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete |
- B. Bureau of Reclamation (USBR)
- | | | |
|----|-----------|--------------------|
| 1. | USBR M-47 | Repair of Concrete |
|----|-----------|--------------------|
- C. International Code Council (ICC)
- | | | |
|----|----------------------------------|---------------------|
| 1. | 2003 International Building Code | Chapter 9, Concrete |
|----|----------------------------------|---------------------|

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01330 - Submittals.
- | | |
|----|---|
| 1. | RSN 03372-1, Specific operating procedures: |
| a. | Include engineering controls, protective clothing, eye protection, respiratory protection and air sampling as necessary to check control program effectiveness. |

2. RSN 03372-2, Results of tests for compressive strength on cubes or cores from field placement test panels.
3. RSN 03372-3, Mix design:
 - a. Include description of cementitious materials, concrete aggregates and admixtures.
4. RSN 03372-4, Results of tests for compressive strength of submitted mix design, for approval:
 - a. Sample of test results due at preconstruction meeting, rest of reports due no later than 24 hours after testing is completed.

1.05 DEFINITIONS

- A. Wet-mix process:
1. Consists of thoroughly mixing all ingredients except accelerator if used, feeding mixture into delivery equipment, delivering the mixture by positive displacement or compressed air to the nozzle, and then jetting the mixture from the nozzle at high velocity onto the surface.
 2. Accelerator added to the mixture at the nozzle.

1.06 QUALITY CONTROL

- A. If selected shotcreting system fails to provide satisfactory in-place shotcrete as determined by Contracting Officer, Contractor shall change to another system, provide a re-demonstration of the nozzleman's proficiency, or provide a new qualified nozzleman.

PART 2 PRODUCTS

2.01 CEMENTITIOUS MATERIALS

- A. Cementitious materials options:
1. Specified portland cement only.
 2. Specified portland cement plus specified pozzolan.
- B. Portland cement:
1. ASTM C 150, Type I.
- C. Pozzolan:
1. ASTM C 618, Class F.

2.02 WATER

- A. ASTM C 1602, including optional requirements of Table 2.

2.03 AGGREGATE MATERIALS

- A. Fine aggregate: ASTM C 33.
- B. Coarse aggregate: ASTM C 33, Size No. 8 (3/8 inch to # 8 sieve).

2.04 ADMIXTURES

- A. Air-entraining admixture:
 - 1. ASTM C 260.
 - 2. Use a neutralized vinsol resin formulation for air-entraining admixture used with Type F or G chemical admixture.
- B. Chemical admixtures:
 - 1. Allowable chemical admixtures:
 - a. ASTM C 494, Type A, D, F, or G.
 - b. ASTM C 1017, Type I or II.
 - 2. Do not use chemical admixtures which introduce more than 1/10 of 1 percent chloride, by weight of cementitious materials.
- C. Synthetic fiber reinforcement:
 - 1. Synthetic fiber reinforcement meeting the requirement of Section 03240 - Synthetic Fiber Reinforcement, shall be added at the rate of 1-1/2 lbs. per cubic yard.

2.05 MIX

- A. Minimum cementitious materials content of 7 sacks per yd³.
- B. Mix proportions: Submit mix design for approval.
- C. Compressive strength:
 - 1. 3,500 psi at 7 days.
 - 2. Confirm compressive strength by trial mixes or by certified test results not more than 6-months old.
- D. Consistency:
 - 1. Minimum slump allowing pumping and placement and, in no case, over 3 inches in accordance with ASTM C 143.
 - 2. Minimum air content prior placement, 6%, in accordance with ASTM C 231.

2.06 BATCHING

- A. Wet-mix process:
 - 1. Use wet-mix process.

2.07 MIXING

- A. Wet-mix process:
 - 1. Use wet-mix process. Manufacture in accordance with ASTM C 94.

2.08 CURING COMPOUND

- A. Curing process:
 - 1. Meet requirements of ASTM C 309.

PART 3 EXECUTION

3.01 PLACING

- A. Place only by qualified nozzleman.
- B. Use an air compressor of ample capacity to maintain a supply of clean, dry air adequate for maintaining a uniform nozzle velocity.
- C. Place shotcrete by pneumatic pressure from discharge nozzle held about 2 to 5 feet from the surface in a stream as nearly normal as possible to surface being covered.
- D. Rapidly gyrate nozzle while placing.
- E. Place in layers having a thickness that will assure complete adherence of shotcrete to the surface.
- F. Remove and replace any shotcrete which sloughs or separates as determined by Contracting Officer.
- G. Prevent formation of sand pockets in shotcrete. If sand pockets form, remove immediately and replace with suitable shotcrete at Contractor's expense.
- H. Do not use rebound as shotcrete aggregate. Remove and dispose of rebound accumulations.
- I. Placing temperature: Between 50 and 90 degrees F, in accordance with ASTM C 1064.
- J. Do not place on frozen surfaces.

- K. Keep applied shotcrete at temperature greater than 50 degrees for a minimum of 3 days immediately following application.
- L. If using accelerating hardener, do not exceed shotcrete temperature of 80 degrees F.
- M. Provide transverse tooled joints at spacing no greater than 16 feet on center all around the perimeter of the reservoir. Wait until shotcrete is sufficiently stiff to maintain the open joint but not so stiff as to tear while making the joints. Joints shall be at least 1/8-inch wide and no less than 30% of the thickness deep. Sawcutting the green concrete to create joints may be an acceptable alternative to tooling joints, subject to the approval of the Contracting Officer.

3.02 CURING

- A. Curing shall be by use of spray-on curing compound, or other effective means acceptable to the Contracting Officer. Curing shall continue for a minimum of 7 days after shotcreting.

3.03 REPAIRS AND REPLACEMENT OF DEFECTIVE SHOTCRETE

- A. In-place shotcrete that exhibits sags, sloughs, segregation, honeycombing, sand pockets, or other obvious defects shall be removed and replaced while still plastic. Shotcrete found out of thickness criteria shall be removed and replaced while still plastic.
- B. Areas of shotcrete which may reasonably be associated with test panels providing samples that do not meet the acceptance criteria for compressive strength shall be removed and replaced.
- C. Repair of concrete in accordance with USBR M-47.

3.04 QUALITY CONTROL

- A. Employ certified independent laboratory operated under supervision of a registered professional engineer to perform sampling and testing. Testing to be in accordance with ASTM C 1077.
- B. Fresh concrete:
 - 1. Test fresh concrete for compliance with specification requirements in accordance with ASTM C 39. Samples cylinders shall be in accordance with ASTM C 31.
- C. Testing during placement:
 - 1. Fabricate one test panel per nozzleman per shift.
 - 2. Fabricate additional test panels as necessary to assure that, at minimum, one panels is fabricated for every 50 cubic yards of shotcrete placed.

3. The time and place that each panel is fabricated shall be determined by the Government. When the Government representative directs that a test panel is to be fabricated, the nozzleman shall immediately turn the nozzle from the work, fill the form for the test panel, and then return to the work. The location, time, date, name of nozzleman, solicitation number and job name shall be recorded and shall be affixed to the panel.
4. Application techniques used to produce the sample panel shall simulate as closely as possible application techniques used in the actual work, except that the thickness of the shotcrete in the panel shall be as directed by the laboratory to produce cores in keeping with the sampling and testing criteria.
5. Forms for panels shall be provided by the testing laboratory.
6. Sampling, testing and acceptance criteria shall be per the International Building Code, Chapter 19 - SHOTCRETE.

END OF SECTION

DIVISIONS 4 THROUGH 16 - NOT USED

SECTION D PACKAGING AND MARKING

NO CLAUSES APPLICABLE FOR THIS SECTION

SECTION E INSPECTION AND ACCEPTANCE

E.1. 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

E.2. 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E.3. 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

Solicitation No. 06SQ107730
WEID, Regulating Reservoir Shotcrete Liner
Umatilla Basin Project, Oregon

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

SECTION F DELIVERIES OR PERFORMANCE

F.1. 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than January 31, 2007. The time stated for completion shall include final cleanup of the premises.

F.2. 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

F.3. 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2)

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unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

SECTION G CONTRACT ADMINISTRATION DATA

NO CLAUSES APPLICABLE FOR THIS SECTION

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1. AUTHORIZED WORKERS NOTICE TO POTENTIAL BUREAU OF RECLAMATION CONTRACTORS (SEP 2002)

(a) Definitions.

IRCA – Immigration Reform and Control Act of 1986

INA – Immigration and Nationality Act

INS – Immigration and Naturalization Service

SSA – Social Security Administration

INS SAVE Program – The INS Systematic Alien Verification for Entitlements Program

ESA – Employment Standards Administration (Department of Labor)

(b) *Authority.* Immigration Reform and Control Act of 1986 (8 USC 1101 as amended) and the Immigration and Nationality Act, Section 274A.

(c) *Who is Covered.* INA includes provisions addressing employment eligibility, employment verification, and nondiscrimination. These provisions apply to all employers, including government contractors.

(d) *Basic Provisions/Requirements.* Under IRCA, employers may hire only persons who may legally work in the U.S. (i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S.). The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). Employers must keep each I-9 on file for at least three years, or one year after employment ends, whichever is longer. Detailed guidance on the I-9 is available at the INS web site: <http://www.ins.gov/graphics/services/employerinfo/index.htm> .

(e) *Employment Verification Pilot Programs.* The INS and the SSA are conducting the following programs that provide employers a way to confirm the employment eligibility of their newly hired employees. Any employer located in a pilot state may volunteer to participate in a pilot program. If employers are not located in a pilot state, they would verify employment eligibility by following the procedures currently in place (i.e., by completing Form I-9).

(1) The Basic Pilot is a joint pilot being conducted by the INS and SSA in the States of California, Florida, Illinois, Nebraska, New York, and Texas. This pilot involves verification checks of the SSA and INS databases of all newly hired employees, regardless of citizenship. To receive information on the Basic Pilot program please call the INS SAVE Program toll free at 1-888-464-4218, or fax your request for information to (202) 514-9981, or write to USINS, SAVE Program, 425 I Street,

NW, ULLICO Building 4th Floor, Washington, DC 20536. You may also contact the Social Security Administration by calling (410) 966-1940, or writing to Social Security Administration, Office of Program Benefits Policy, 6401 Security Blvd., 760 Altmeyer, Baltimore, MD 21235.

(2) The INS is conducting the Citizen Attestation Pilot in the States of Arizona, Maryland, Massachusetts, Michigan, and Virginia. The Citizen Attestation Pilot permits participating employers to electronically verify the employment eligibility of newly hired alien employees by using a personal computer with a modem. To receive information on the Citizen Attestation Pilot program please call the INS SAVE Program toll free at 1-888-464-4218, or fax your request for information to (202) 514-9981. Employers may also write to US/INS, SAVE Program, 425 I Street, NW, ULLICO-4th Floor, Washington, DC 20536.

(3) The INS and the SSA are conducting the Machine-Readable Document Pilot in the State of Iowa. The Machine-Readable Document Pilot is identical to the Basic Pilot in all respects, except for the geographic scope of the pilot and for one additional feature. If an employee presents an Iowa's driver's license or identification card containing a machine-readable SSN, the employer will make an inquiry through the confirmation system by using the machine-readable feature. To receive information on the Machine-Readable Document Pilot program please call the INS SAVE Program toll free at 1-888-464-4218, or fax your request for information to (202) 514-9981. You may also write to US/INS, SAVE Program, 425 I Street, NW, ULLICO-4th Floor, Washington, DC 20536.

(f) *Employee Rights.* The INA protects U.S. citizens and aliens authorized to accept employment in the U.S. from discrimination in hiring or discharge on the basis of national origin and citizenship status.

(g) *Compliance Assistance.* More detailed information, including copies of explanatory brochures and regulatory and interpretative materials, may be obtained from local offices of the Department of Labor's Employment Standards Division, Wage and Hour Division, and the Office of Federal Contract Compliance Programs.

(h) *Penalties/Sanctions.* Employers who fail to complete and/or retain the I-9 forms are subject to penalties. The INS enforces the INA requirements on verification of employment eligibility. The Justice Department enforces the anti-discrimination provisions. As part of their ongoing enforcement efforts, the ESA's Wage and Hour Division and Office of Federal Contract Compliance Programs conduct inspections of the I-9 forms. They report their findings to the INS and to the Department of Justice when they find cases of disparate treatment or unauthorized employment. A debarring official may debar a contractor, based on a determination by the Attorney General of the United States, or designee, that the contractor is not in compliance with the INA. The Attorney General's determination is not reviewable in the debarment proceedings.

H.2. 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to

perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

PART II CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

I.1. WBR 1452.201-80 AUTHORITIES AND LIMITATIONS -- BUREAU OF RECLAMATION (JUL 1993)

(a) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).

(b) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(c) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the contracting officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(d)(1) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(2) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(e) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(1) Confirm that the direction contained in the Contractor's notice was unauthorized and either authorize it by appropriate contract modification or countermand it;

(2) Deny that the direction contained in the Contractor's notice was outside the scope and limitations of the authority of the authorized representative who gave the direction and direct the Contractor to proceed immediately with the direction received or, when necessary, direct the mode of further performance; or

(3) In the event the information contained in the Contractor's notice is inadequate to make a decision under subparagraphs (e)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(f) A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

I.2. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.3. 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

I.4. 1452.204-70 RELEASE OF CLAIMS -- DEPARTMENT OF THE INTERIOR (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.5. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

I.6. 52.222-3 CONVICT LABOR (JUNE 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, Northern Mariana Islands, American Samoa, Guam or the US Virgin Islands.

(b) The contractor is not prohibited from employing persons –

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, Northern Mariana Islands, American Samoa, Guam or the US Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if –

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

I.7. 52.222-6 DAVIS-BACON ACT (JULY 2005)

(a) *Definition.*—“Site of the work”— (1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work*, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly)

under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the

recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

I.8. 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

I.9. 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under paragraph (d) of the clause entitled "Davis-Bacon Act" that the wages of any laborer or mechanic include the

amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance," required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor

shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

I.10. 52.222-9 APPRENTICES AND TRAINEES (JULY 2005)

(a) *Apprentices.* (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) *Trainees.* (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order No. 11246, and 29 CFR Part 30.

I.11. 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

I.12. 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the “site of the work” as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the “site of work” definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the “site of the work” definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

(1) Davis-Bacon Act;

(2) Contract Work Hours and Safety Standards Act— Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination—Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Davis-Bacon and Related Act Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

I.13. 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Requirements, or Certification of Eligibility, may be grounds for termination of the contract, and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

I.14. 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

I.15. 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.16. 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12.(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I.17. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.18. 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

I.19. 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions.

"Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the

Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistance Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the

time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-

community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction grade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

I.20. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) *Definitions.* As used in this clause-

“All employment openings” means all positions except executive and top management, those positions that will be filled from within the Contractor’s organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

“Executive and top management” means any employee-

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in

paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

“Other eligible veteran” means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

“Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall lists.” The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Qualified special disabled veteran” means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

“Special disabled veteran means”-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability-

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran’s ability to prepare for, obtain, or retain employment consistent with the veteran’s abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

“Veteran of the Vietnam era” means a person who-

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.* (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding

any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, positions descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings.* (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of

veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirement of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) *Postings.* (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall-

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who special disabled veterans are informed of the contents of the notice (e.g. the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

I.21. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) any other term, condition, or privilege of employment, (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793)(the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

I.22. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on –

(1) The number of special disabled veterans and the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era, and the number of eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled “Federal Contractor Veterans’ Employment Report (VETS-100 Report)”.

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12 month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date -

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that -

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

I.23. 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

(a) 'Hazardous material,' as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313, (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) obtain medical treatment for those affected by the material; and

(iii) have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

I.24. WBR 1452.223-80 ASBESTOS-FREE WARRANTY--BUREAU OF RECLAMATION (OCT 1992)

(a) The Contractor warrants that all items delivered or work required by the contract shall be free of asbestos in any form whatsoever except for the use of asbestos cement pipe.

(b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such request shall be fully documented and submitted as soon as possible after the contractor determines that an asbestos-free product is not available. Contracting Officer disapproval of a request for an exception shall be final and not subject to the Disputes clause of this contract.

I.25. WBR 1452.223-81 SAFETY AND HEALTH -- BUREAU OF RECLAMATION (MAY 2005)

(a) The Contractor shall not require any person employed in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety.

(b) In addition to the requirements of the Accident Prevention clause of this contract, the Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" (RSHS) (Revised 2001) manual. Some contracts may not contain the Accident Prevention clause, e.g., those formed under simplified acquisition procedures. Even if the Accident Prevention clause is not part of this contract, the Contractor must still comply with the Reclamation RSHS.

(c)(1) The Contractor may obtain the safety and health standards as referenced in subparagraph (b)(2) of the Accident Prevention clause may be obtained from any regional or area office of the Occupational Safety and Health Administration, U.S. Department of Labor.

(2) The RSHS manual as referenced in subparagraph (b) above can be obtained at the following website address: <http://www.usbr.gov/ssle/safety/RSHS/rshs.html>

(d) The Contractor shall submit a written proposed safety program in the form and time intervals prescribed in section 3 of the RSHS manual and amendments or revisions thereto in effect on the date of the solicitation.

(e) In addition to any other provisions in the contract, the Contractor shall comply with all safety and material data submittal requirements contained in the RSHS.

(f) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in excess of \$2,500 occurring during performance of work under this contract.

(g) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(h) In the event there is a conflict between the requirements contained in any of the safety documents referenced herein, the more stringent requirement shall prevail.

I.26. WBR 1452.223-82 PROTECTING FEDERAL EMPLOYEES AND THE PUBLIC FROM EXPOSURE TO TOBACCO SMOKE IN THE FEDERAL WORKPLACE—BUREAU OF RECLAMATION (OCT 1998)

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) This restriction does not apply in designated smoking areas that are enclosed and exhausted directly to the outside and away from air intake ducts, and are maintained under negative pressure (with respect to surrounding spaces) sufficient to contain tobacco smoke within the designated area.

(c) Smoking may also be restricted at doorways and in courtyards under executive branch control in order to protect workers and visitors from environmental tobacco smoke.

I.27. 52.225-9 BUY AMERICAN ACT -- CONSTRUCTION MATERIALS (JAN 2005)

(a) *Definitions.* As used in this clause-

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means-

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.* (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is non-compliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i> Foreign construction material			
Domestic construction material			
<i>Item 2:</i> Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.]

^[*] Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I.28. 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States and its outlying areas under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially

Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

I.29. 1452.225-70 USE OF FOREIGN CONSTRUCTION MATERIALS - DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The Government has determined that the Buy American Act is not applicable to the following construction materials because they are not mined, produced, or manufactured in the U.S. in sufficient quantities of a satisfactory quality:

(1) _____

(2) _____

(3) _____

(b) Offers based on the use of foreign construction materials other than those listed in (a) above may be acceptable if the Government determines that U.S. construction material is not available, would be impracticable or constitute unreasonable price. Please contact the Contracting Officer with questions or comments concerning non-availability or impracticability of U.S. material.

(c)(1) Offers based upon use of foreign construction material for cost savings will be considered reasonable if the cost of each foreign construction material, plus 6 percent, is less than the cost of comparable U.S. construction material. The Contracting Officer will compute the cost of each foreign construction material to include all delivery costs to the construction site, and any applicable duty (whether or not a duty-free entry certificate is issued.) This evaluation will be made for each foreign construction material included in the offer but not listed in subparagraph (a) above in this clause.

(2) Any contractor cost savings from post award approved substitution of foreign construction material for U.S. construction material shall be passed to the Government.

(d)(1) This offer is based on the use of foreign construction material not listed in (a) above. For each foreign item proposed the offeror shall furnish the following information for the foreign material offered: item description, supplier, unit of measure, quantity, unit price, duty (even if a duty free certificate is issued), delivery costs, and total price. The offeror shall furnish the following information for each U.S. material comparable to the foreign material: item description, supplier, unit of measure, quantity, unit price, delivery costs and total price.

(2) If the Government rejects the use of foreign construction material listed under paragraph (d)(1) above, the Government will evaluate the offer using the offeror's stated price for the comparable U.S. construction material, and the offeror shall be required to furnish such domestic construction material at the originally offered price. In preaward situations, an offer which does not state

a price for a comparable U.S. construction material will be rejected by the Government. In postaward situations an offer proposing foreign material which does not state the price for the comparable U.S. construction material will be rejected by the Government. The contractor shall use comparable U.S. material for the project and any additional cost for the use of this U.S. material shall be absorbed by the contractor.

I.30. 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government;
or

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

I.31. 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

I.32. 52.228-11 PLEDGE OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Profession Appraisal Practice, as a promulgated by the Appraisal Foundation.

I.33. 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

1. Payment Bond

2. Irrevocable Letter of Credit

3. Deposit of the types of security listed in FAR 28.204-1 and 28.204-2 (certain U.S. bonds or notes, certified or cashier's checks, bank drafts, Post Office money order, or currency)

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

I.34. 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefore. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph

(d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment, or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

Irrevocable Letter of Credit No. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

To: *[U.S. Government agency]*

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at *[issuing financial institution's and, if any, confirming financial institution's]* office at *[issuing financial institution's address and, if any, confirming financial institution's address]* and expires with our close of business on _____ or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. *[This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.]* It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such

additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [*state of confirming financial institution, if any, otherwise state of issuing financial institution*].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[*Confirming Financial Institution's Letterhead or Name and Address*]

(Date)_____, 20__

Our Letter of Credit Advice Number _____

Beneficiary: _____ [*U.S. Government agency*]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [*name of issuing financial institution*] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [*the expiration date*], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [*This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.*] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [*state of confirming financial institution*].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[*Confirming financial institution*]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[*City, State*]

(Date)_____, 20__

[*Name and address of financial institution*]

Pay to the order of _____ [*Beneficiary Agency*] _____ the sum of United States \$ _____ This draft is drawn under Irrevocable Letter of Credit No.

_____.

[*Beneficiary Agency*]

[*By*]

I.35. 1452.228-70 LIABILITY INSURANCE-DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The name insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$200,000 each person.
\$500,000 each occurrence.
\$ 20,000 property damage.

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address to the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

**I.36. WBR 1452.231-81 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE --
BUREAU OF RECLAMATION (JUL 1998)**

(a) *Definitions.* "Acquisition cost," as used in this clause means, the Contractor's original purchase price (including sales tax less salvage value) of an item of equipment including any and all accessories and expendable components required for utilization the item of equipment. For used equipment which is reconditioned and recapitalized,

"Acquisition cost" shall mean the adjusted amount resulting from the recapitalized value of the equipment as determined from the Contractor's accounting records. "Equipment," as used in this clause, means equipment in sound workable condition at the construction work site, either owned or controlled by the Contractor or its subcontractors at any tier, or obtained from a commercial rental source, and furnished for use under this contract.

"Ownership cost," as used in this clause, means allowances for construction equipment depreciation and cost of facilities capital.

"Operating cost," as used in this clause, means the cost of operating equipment such as operating crew labor, servicing labor and equipment, labor and parts for all repairs and maintenance, fuel, oil, grease, supplies, tire wear and repair.

(b) *Policy.* (1) Equitable adjustments made in the price of this contract pursuant to the Changes, Differing Site Condition, Suspension of Work, or other clause of the contract, may include allowable ownership and operating costs for equipment. In accordance with FAR 31.105(d), allowable ownership and operating costs for each piece of equipment, or groups of similar serial or series equipment, shall be determined using actual cost data when such data are available from the Contractor's accounting records. When actual costs cannot be so determined or when actual cost data for a specific element of operating cost do not contain costs for individual pieces or types of equipment, the procedures in paragraph (d) of this clause shall be used to determine allowable costs (provided, in the case of operating costs, that the costs are reconciled to the Contractor's total cost for that operating element). For fully depreciated equipment, the procedures in paragraph (e) of this clause shall be used to determine allowable costs.

(c) *Required data.* In any request made for an equitable adjustment, the Contractor shall furnish to the Contracting Officer --

(1) A complete description of each item of equipment (including all accessory equipment attached thereto) to be used in connection with the work to be performed listing the date of manufacture, date of acquisition, make, model, size, capacity, mounting, and type of power;

(2) Evidence of the acquisition cost of new or used equipment to be used including all available current and historical supporting cost data. If evidence of acquisition cost is not provided by the Contractor or if the data provided are unacceptable to the Contracting Officer, the Contracting Officer may determine the acquisition cost by other appropriate means.

(d) Use of the predetermined rate schedule.

(1) When the Contracting Officer determines that allowable ownership and operating costs cannot be determined from the Contractor's accounting records, the U.S. Army Corps of Engineers pamphlet entitled "Construction Equipment Ownership and Operating Expense Schedule" (Schedule) for the State in which the construction site is located shall be used to calculate ownership and operating rates. Copies of the Schedules can be obtained, free of charge, from the U.S. Army Corps of Engineers, Publications Depot, 2803 52nd Avenue, Hyattsville, MD 20781-1102.

(2) For the purpose of determination of the hourly rates to be applied under this contract, working conditions shall be considered average, unless otherwise determined by the Contracting Officer.

(3) Rates for equipment not listed in the Schedule shall be calculated using the formulas in the Schedule. Alternatively, the Contracting Officer may determine to use rates in the Schedule for equipment comparable to the unlisted equipment, including horsepower and auxiliary features.

(e) *Fully depreciated equipment.* No depreciation or rental cost shall be allowed on equipment fully depreciated by the Contractor or by any division, subsidiary, parent company, or affiliate under common control. However, a reasonable rate for using fully depreciated equipment may be allowed by the Contracting Officer. Unless otherwise determined by the Contracting Officer, such hourly rate shall not exceed a value computed by multiplying the depreciation rate for the equipment (as shown in the Schedule table entitled "Construction Equipment Ownership and Operating Expense") by the economic index for the year of equipment manufacture (as shown in the Schedule table entitled "Economic Indexes for Construction Equipment"), divided by the economic index correspondingly with the year the Schedule is published. The year used for the basis of the rates in the Schedule is indicated in the table entitled "Equipment Age Adjustment Factors for Ownership Costs." Idle or standby time will not be paid for fully depreciated equipment.

(f) *Idle or standby time.* Equipment ownership costs for idle or standby time of equipment not fully depreciated shall be determined as follows:

(1) The allowable rate shall be made at 50 percent of the hourly rate for ownership costs if actual cost data are used. The maximum hours per week allowed shall not exceed 40 hours or the

amount of hours regularly worked by the Contractor, whichever is less. No allowance shall be made for Saturdays, Sundays, or holidays, when work is not actually performed.

(2) If actual cost data cannot be determined, the rate shall be computed in accordance with the Schedule.

(3) No costs shall be allowed for time when the equipment would have been otherwise idle or was not in good operating condition.

(4) Periods of time less than 2 hours on which equipment is down for normal and regular servicing and for minor field repair or field maintenance shall be considered by the Contractor to be operating time rather than idle or standby time and such periods shall not be deducted from use or operating time.

(5) No costs are allowable for fully depreciated equipment.

(g) Rental. Allowable costs for renting or leasing of equipment shall be determined in accordance with FAR 31.105(d)(2)(ii) and 31.205-36.

I.37. 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEPT 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the 'unearned amount'), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A 'contract action' is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

I.38. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3237, 41 U.S.C. 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

I.39. 52.232-27 PROMPT PAY FOR CONSTRUCTION CONTRACTS (SEPT 2005)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic

funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice Payments.*--(1) *Types of invoices.* For purposes of this clause, there are several types of invoice payments which may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments shall be 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice or payment request with the actual date of receipt at the time of receipt, the payment due date is the 30th day after the date the Contractor's invoice or payment request, provided the designated billing office receives a proper invoice or payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g. 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date of the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval shall be deemed to have occurred constructively as shown in paragraphs (a)(4)(i)(A) and (B) of this clause. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(A) For work or services completed by the Contractor, Government acceptance shall be deemed to occur constructively on the 7th day after the Contractor completes the work or services in accordance with the terms and conditions of the contract.

(B) For progress payments, Government approval is deemed to occur on the 7th day after the designated billing office receives the Contractor estimates.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The

Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with 5 CFR part 1315.

(6) *Additional interest penalty.* (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315, in addition to the interest penalty amount only if –

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractors shall –

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible –

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulations)

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements.* The Contractor shall include in each subcontract for property or services (including material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors.* A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors.* An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause –

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flowdown.* A clause requiring each subcontractor to –

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation.* The clauses required by paragraph (c) of this clause shall not be construed to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that –

(1) *Retainage permitted.* Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted.* Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements.* Permit such withholding without incurring any obligation to pay a late payment penalty if –

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) *Subcontractor withholding procedures.* If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall –

(1) *Subcontractor notice.* Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice.* Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction.* Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment.* Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and –

(i) Make such payment within –

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for

interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer.* Notify the Contracting Officer upon –

(i) Reduction of the amount of any subsequent certified application for payment;
or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment,
specifying –

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government.* Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until –

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i)
of this clause.

(f) *Third-party deficiency reports – (1) Withholding from a subcontractor.* If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a 'second-tier subcontractor') a written notice in accordance with the Miller Act (40 U.S.C. 3133), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause –

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge.* As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall –

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) *Written notice of subcontractor withholding.* A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying –

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement.* The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) *Prime-subcontractor disputes.* A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights.* Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty.* The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

**I.40. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL
CONTRACTOR REGISTRATION (OCT 2003)**

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term 'EFT' refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

**I.41. WBR 1452.232-81 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK --
BUREAU OF RECLAMATION (MAY 2000) ALTERNATE I (MAY 2000)**

(a) General. Payment for the Mobilization and Preparatory Work line item of the schedule will be made as reflected herein. To the extent that this line item exceeds the percentage of total contract pricing as estimated by the Contracting Officer in WBR 1452.236-85, Instruction for Mobilization and Preparatory Work Schedule Line Item, payment will be made as reflected in Section (d)(5) below. Reclamation will make payment to the Contractor in accordance with this clause for operations including, but not limited to, those necessary for --

(1) Movement of personnel, equipment, supplies, and incidentals to the project site;

(2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g. storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract;

(3) Payment of premiums for project bonds and insurance; and

(4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.

(5) Approved detailed logic diagram(s) and the baseline schedule.

(b) Facilities and equipment covered by mobilization work.

(1) All facilities, plant, and equipment which are established at, or brought to, the site shall be deemed to be subject to the provisions of this paragraph unless the Contracting Officer specifically provides other written authorization for a particular item or items.

(2) The Contractor shall be solely responsible for the adequacy, efficiency, use, protection, maintenance, repair, and preservation of all facilities, plant, and equipment on site.

(3) The facilities, plant, and equipment covered by this paragraph shall not be dismantled or removed from the site prior to completion of the work under the contract without the written authorization of the Contracting Officer.

(c) *Termination for default.* Should the Contractor be terminated for default as provided by the Default clause of this contract --

(1) All facilities, plant, and equipment on the site shall be subject to the Government's right to take possession of and utilize such items for the purpose of completing the work;

(2) The Contractor shall provide evidence of encumbrances, liens, or other security interests, to the Contracting Officer; and

(3) Any encumbrance, lien, or other security interest on such facilities, plant, or equipment shall be subordinated to the Government's rights under the Default clause of this contract to utilize all facilities, plant, and equipment to complete the work under the contract.

(d) *Payment.* Payment for mobilization and preparatory work under paragraph (a) of this clause shall be made at the contractor lump-sum price bid for this item as contained in the Schedule. Progress payments for mobilization and preparatory work shall be made as follows --

(1) In accordance with paragraph (g) of the Payments under Fixed Price Construction Contracts clause of this contract and upon submission of a proper invoice, the Government shall reimburse the Contractor for the total amount of premiums paid for performance and payment bonds as required by the Performance and Payment Bond Requirements clause of this contract and for any insurance which may be specified by this contract.

(2) Except as provided in (d)(1) above, progress payments for mobilization and preparatory work shall not be considered a separate division of work for the purposes of progress payments and shall be subject to retainage before payment of the total amount for this contract line item.

(3) When progress payments totaling 5 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the Government shall pay the Contractor 50 percent of the mobilization and preparatory work contract line item amount or 2.5 percent of the total original contract amount (whichever is the lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d)(1) of this clause.

(4) When progress payments totaling 10 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract and upon approval of the detailed logic diagram(s) and baseline schedule, the balance of the amount for the mobilization and preparatory work contract line item or 2.5 percent of the total original contract amount (whichever is the lower) shall be paid to the contractor.

(5) If the contract amount for mobilization and preparatory work exceeds the total of the payments allowed under (3) and (4) above, the balance shall be paid when the contract work is substantially complete as determined by the Contracting Officer.

I.42. 52.233-1 DISPUTES (JULY 2002) ALTERNATE I (DEC 1991)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment

or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) Contractors shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which

the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

I.43. 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or likewise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

I.44. 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

I.45. 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract

I.46. 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

I.47. 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

I.48. 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

I.49. 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

I.50. 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

I.51. 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system..

I.52. 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

**I.53. WBR 1452.243-80 MODIFICATION PROPOSALS -- BUREAU OF RECLAMATION
(DEC 2001) ALTERNATE III (JUL 1998)**

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the Changes clause of this contract), the Contractor shall:

(1) Comply with the contract time limits for submission of a proposal or as specified by the Contracting Officer;

(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit a detailed analysis of fair and reasonable price and comply with the requirements of the Equipment Ownership and Operating Expense clause of this contract.

(4) Furnish a written justification for any requested time extensions; and

(5) For any pricing adjustment expected to exceed \$500,000 (considering both increases and decreases) --

(i) Submit cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the Contracting Officer *agrees that an exception applies* under the circumstances set forth in FAR 15.403-1;

(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and

(iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the Subcontractor Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed \$500,000.

(b) Under the Changes clause of this contract, failure of the Contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the Contracting Officer) may result in a unilateral adjustment of the contract by the Contracting Officer pursuant to the Disputes clause of this contract.

I.54. 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)

(a) *Definitions.* As used in this clause--

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793)

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39.

(vi) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

****NOTE:** The Contracting Officer has determined that no subcontract placed under this contract which will require work to be accomplished on-site by laborers or mechanics (as defined by Davis-Bacon Act) qualifies as a subcontract for commercial items or commercial components.

I.55. 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

I.56. 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I.57. 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

PART III DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

1. DEPARTMENT OF LABOR WAGE DETERMINATION - GENERAL WAGE DECISION
OR030002 DATED 07/14/2006 – (PAGES 1 THRU 18)

PART IV REPRESENTATIONS AND INSTRUCTIONS

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$31 Million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Solicitation No. 06SQ107730
WEID, Regulating Reservoir Shotcrete Liner
Umatilla Basin Project, Oregon

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that–

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

L.2. 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee

L.3. WBR 1452.211-80 NOTICE OF INTENT TO ACQUIRE METRIC PRODUCTS AND SERVICES - BUREAU OF RECLAMATION (MAR 1993)

(a) *Metric Transition Plan.* The Department of the Interior on December 6, 1991, issued a Metric Transition Program (Part 758 Department Manual Chapter 1) to establish and describe the program's policies and responsibilities. The Bureau of Reclamation (Reclamation), has developed a Metric Transition Plan to implement metrication in Reclamation. This plan describes Reclamation's overall strategy for using the metric system, defines general requirements and procedures for carrying out the transition, and details the tasks with milestones for Reclamation offices to complete.

(b) The Omnibus Trade and Competitiveness Act of 1988 (Trade Act).

(1) Section 5164 of Public Law 100-418, the Trade Act, amended the Metric Conversion Act of 1975 and designated the metric system of weights and measures for United States trade and commerce.

(2) The Trade Act establishes September 30, 1992 as the implementation date (to the extent economically feasible) for Federal agencies to use the metric system of measurement in its procurements, grants, and other business-related activities.

(3) The Trade Act permits exceptions to the use of the metric system to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms, such as when foreign competitors are producing competing products in non-metric units.

(4) As a result of the Trade Act, the President issued Executive Order 12770 dated July 25, 1991, to implement the congressional designation of the metric system as the preferred system of weights and measures for United States Trade and commerce.

(c) *Bureau of Reclamation Implementation.* As a result of the Trade Act, Reclamation will, to the maximum extent practicable, use hard conversion and soft conversion metric systems in designing its construction projects, eventually phasing out use of the soft conversion metric system. Exceptions to this policy will only be made when such use is impractical, produces inefficiencies or market losses, or is not economically feasible.

(d) *Expected Results.* Reclamation expects its support of the metric system to result in increased use of the metric system by U.S. contractors, thereby increasing their ability to compete in the international marketplace. Increasing use of the metric system by U.S. contractors will eliminate possible restrictions on their bidding in the international marketplace and will eliminate any impact of economic blocks by metric countries restricting the acceptance of non-metric products.

**L.4. 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
3.6%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is LOCATED APPROXIMATELY ONE MILE EAST OF THE City of Umatilla, Umatilla County, Oregon.

**L.5. 52.225-10 NOTICE OF BUY AMERICAN ACT -- CONSTRUCTION MATERIALS
(MAY 2002)**

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act - Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L.6. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for Tuesday, August 8, 2006 at 9:30 am

(c) Participants will meet at Exit I-82 at Highway 730 in Umatilla, Oregon. Drive west on Highway 730 for ¼ mile. Turn left onto Umatilla River Road. Drive 0.1 mile and turn left onto Jones Scott Road. Cross RR tracks and immediately turn right toward Simplot Soil Builders Company on paved road. The Phase I Pump Plant is 600 feet on right. Enter fenced yard and drive past the forebay pond on gravel road.

L.7. WBR 1452.236-85 INSTRUCTION FOR MOBILIZATION AND PREPARATORY WORK SCHEDULE LINE ITEM -- BUREAU OF RECLAMATION (MAY 2000)

The Contracting Officer estimates that the Section B Mobilization and Preparatory Work schedule line item should not exceed 15 percent of the total bid price. Your attention is directed to contract clause WBR 1452.232-81 Payment for Mobilization and Preparatory Work, which reflects how the Government will pay for this line item, including how payment will be made when the price bid for this schedule line item is higher than the percentage stated herein.

General Decision Number: OR030002 07/14/2006 OR2

Superseded General Decision Number: OR020002

State: Oregon

Construction Types: Heavy (Heavy, and Dredging) and Highway

Counties: Oregon Statewide.

DREDGING, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	02/06/2004
2	02/13/2004
3	03/05/2004
4	03/26/2004
5	04/16/2004
6	05/14/2004
7	06/18/2004
8	07/02/2004
9	07/23/2004
10	08/06/2004
11	10/15/2004
12	01/14/2005
13	01/21/2005
14	02/11/2005
15	02/18/2005
16	04/22/2005
17	06/03/2005
18	06/17/2005
19	07/08/2005
20	09/09/2005
21	09/16/2005
22	10/14/2005
23	10/21/2005
24	01/20/2006
25	01/27/2006
26	02/10/2006
27	06/02/2006
28	06/16/2006
29	06/23/2006
30	06/30/2006
31	07/14/2006

BOIL0500-001 01/01/2006

	Rates	Fringes
Boilermaker.....	\$ 27.80	18.52

BROR0001-006 06/01/2006

BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM,
HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR
(NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK,
UMATILLA, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL
COUNTIES

	Rates	Fringes
Bricklayer.....	\$ 29.52	12.15

BROR0001-007 06/01/2006

BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON,
KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR
(SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES

	Rates	Fringes
Bricklayer.....	\$ 28.30	11.80

CARP9001-001 06/01/2006

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 29.49	11.28
DIVER STANDBY.....	\$ 34.88	11.28
DIVERS TENDERS.....	\$ 32.18	11.28
DIVERS.....	\$ 69.76	11.28
MANIFOLD AND/OR DECOMPRESSION CHAMBER OPERATORS.....	\$ 32.18	11.28
MILLWRIGHTS.....	\$ 29.99	11.28
PILEDRIVERS.....	\$ 29.99	11.28

DEPTH PAY:

50 to 100 feet \$1.00 per foot over 50 feet
100 to 150 feet 1.50 per foot over 100 feet
150 to 200 feet 2.00 per foot over 150 feet

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

ZONE 1 - All jobs or projects located within 30 miles of the
respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the
respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the
respective City Hall

ZONE 4 - More than 50 miles and less than 60 miles from the
respective City Hall

ZONE 5 - More than 60 miles and less than 70 miles from the
respective City Hall

ZONE 6 - More than 70 miles from the respective City Hall.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS,
PILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE

GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OREGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

EUGENE	NORTH BEND	LONGVIEW
PORTLAND	MEDFORD	THE DALLES
VANCOUVER		

BASEPOINTS FOR PILEDRIVERS AND DIVERS

ASTORIA	BEND	COOS BAY
EUGENE	KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT	PORTLAND
ROSEBURG	SALEM	THE DALLES

* ELEC0048-006 01/01/2006

	Rates	Fringes
Cable splicer.....	\$ 31.85	3%+\$13.80
Electrician.....	\$ 31.60	3%+\$13.80

* ELEC0112-001 06/01/2006

	Rates	Fringes
Cable splicer.....	\$ 31.82	3%+12.68
Electrician.....	\$ 30.30	3%+12.68

ELEC0125-001 02/01/2006

	Rates	Fringes
Line Construction:		
CABLE SPLICER.....	\$ 40.47	3.875%+10.35
GROUNDMAN.....	\$ 25.29	3.875%+8.60
LINE EQUIPMENT MAN.....	\$ 31.07	3.875%+8.60
LINEMAN, POLE SPRAYER,		
HEAVY LINE EQUIPMENT MAN....	\$ 36.13	3.875%+10.35
POWDERMAN, JACKHAMMERMAN....	\$ 27.10	3.875%+8.60
TREE TRIMMER.....	\$ 22.10	3.875%+8.15

ELEC0280-003 01/01/2006

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 34.43	3%+12.30
Electrician.....	\$ 31.30	3%+12.30

ELEC0291-006 01/01/2006

MALHEUR COUNTY

	Rates	Fringes
Cable splicer.....	\$ 27.79	5%+7.90
Electrician.....	\$ 25.26	5%+7.90

ELEC0659-004 01/01/2006

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE
CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY),
HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 27.95	3%+\$11.00
Electrician.....	\$ 27.95	3%+\$11.00

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN
GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	\$0.00 PER HOUR
ZONE 2:	21-30 MILES	\$1.00 PER HOUR
ZONE 3:	31-40 MILES	\$2.80 PER HOUR
ZONE 4:	41-50 MILES	\$4.50 PER HOUR
ZONE 5:	51-60 MILES	\$6.30 PER HOUR
ZONE 6:	BEYOND 60 MILES	\$9.00 PER HOUR

*THESE ARE NOT MILES DRIVEN. ZONES ARE BASED ON DELORNE
STREET ATLAS USA 5.0.

ELEC0932-004 01/01/2006

COOS, CURRY, LINCOLN, DOUGLAS AND LANE COUNTIES (AREA LYING
WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS
COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
Electrician.....	\$ 28.65	3%+11.35

ENGI0701-004 01/01/2006

	Rates	Fringes
Dredging:		
ZONE A		
ASSISTANT ENGINEER.....	\$ 32.94	10.15
ASSISTANT MATE.....	\$ 29.04	10.15
LEVERMAN, DIPPER,		
FLOATING CLAMSHELL.....	\$ 35.26	10.15
LEVERMAN, HYDRAULIC.....	\$ 35.26	10.15
TENDERMAN.....	\$ 31.88	10.15
ZONE B		
ASSISTANT ENGINEER.....	\$ 34.94	10.15
ASSISTANT MATE.....	\$ 31.04	10.15
LEVERMAN, DIPPER FLOATING		
CLAMSHELL.....	\$ 37.26	10.15
LEVERMAN, HYDRAULIC.....	\$ 37.26	10.15
TENDERMAN.....	\$ 33.88	10.15
ZONE C		
ASSISTANT ENGINEER.....	\$ 35.94	10.15
ASSISTANT MATE.....	\$ 32.04	10.15

LEVERMAN, DIPPER FLOATING		
CLAMSHELL.....	\$ 38.26	10.15
LEVERMAN, HYDRAULIC.....	\$ 38.26	10.15
TENDERMAN.....	\$ 34.88	10.15

ZONE DESCRIPTION FOR DREDGING

ZONE A - All jobs or projects located within 30 road miles of Portland City Hall.
 ZONE B - Over 30-50 road miles from Portland City Hall.
 ZONE C - Over 50 road miles from Portland City Hall.

*All jobs or projects shall be computed from the city hall by the shortest route to the geographical center of the project.

 ENGI0701-005 01/01/2006

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 31.46	10.35
GROUP 1A.....	\$ 33.03	10.35
GROUP 1B.....	\$ 34.61	10.35
GROUP 2.....	\$ 30.07	10.35
GROUP 3.....	\$ 29.21	10.35
GROUP 4.....	\$ 28.59	10.35
GROUP 5.....	\$ 27.90	10.35
GROUP 6.....	\$ 25.30	10.35

Zone Differential (add to Zone 1 rates):
 Zone 2 - \$1.50
 Zone 3 - 3.00

For the following metropolitan counties: MULTNOMAH;
 CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
 CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
 INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE;
GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the
respective city hall of the above mentioned cities shall
receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than
50 miles from the respective city hall of the above
mentioned cities shall receive Zone II pay for all
classifications.

All jobs or projects located more than 50 miles from the
respective city hall of the above mentioned cities shall
receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three
units or more; CRANE: Helicopter Operator, when used in
erecting work; Whirley Operator, 90 ton and over; LATTICE
BOOM CRANE: Operator 200 tons through 299 tons, and/or over
200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90
tons through 199 tons with luffing or tower attachments;
FLOATING EQUIPMENT: Floating Crane, 150 ton but less than
250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and
over (with luffing or tower attachment); LATTICE BOOM
CRANE: Operator, 200 tons through 299 tons, with over 200
feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and
over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399
tons with over 200 feet boom; Operator 400 tons and over;
FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto
Mill, pavement profiler, operator, 6 foot lateral cut and
over; BLADE: Auto Grader or "Trimmer" (Grade Checker
required); Blade Operator, Robotic; BULLDOZERS: Bulldozer
operator over 120,000 lbs and above; Bulldozer operator,
twin engine; Bulldozer Operator, tandem, quadnine, D10, D11,
and similar type; Bulldozere Robotic Equipment (any type);
CONCRETE: Batch Plant and/or Wet Mix Operator, one and two
drum; Automatic Concrete Slip Form Paver Operator; Concrete
Canal Line Operator; Concrete Profiler, Diamond Head;
CRANE: Cableway Operator, 25 tons and over; HYDRAULIC
CRANE: Hydraulic crane operator 90 tons through 199 tons
(with luffing or tower attachment); TOWER/WHIRLEY OPERATOR:
Tower Crane Operator; Whirley Operator, under 90 tons;
LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200
feet boom; CRUSHER: Crusher Plant Operator; FLOATING
EQUIPMENT: Floating Clamshell, etc. operator, 3 cu. yds.
and over; Floating Crane (derrick barge) Operator, 30 tons
but less than 150 tons; LOADERS: Loader operator, 120,000
lbs. and above; REMOTE CONTROL: Remote controlled
earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-
tired scraper operator, with tandem scrapers, multi-engine;
SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel,
Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING
MACHINE: Wheel Excavator, under 750 cu. yds. per hour
(Grade Oiler required); Canal Trimmer (Grade Oiler

required); Wheel Excavator, over 750 cu. yds. per hour;
Band Wagon (in conjunction with wheel excavator);
UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote
or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over
130,000 lbs.

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up
to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic
crane operator, 50 tons through 89 tons (with luffing or
tower attachment); LATTICE BOOM CRANES: Lattice Boom
Crane-50 through 89 tons (and less than 150 feet boom);
FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR:
excavator over 80,000 lbs. through 130,000 lbs.; LOADERS:
Loader operator 60,000 and less than 120,000; RUBBER-TIRED
SCRAPERS: Scraper Operator, with tandem scrapers;
Self-loading, paddle wheel, auger type, finish and/or 2 or
more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR:
Shovel, Dragline, Clamshell operators 3 cu. yds. but less
than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator
(screeman required); BLADE: Blade operator; Blade operator,
finish; Blade operator, externally controlled by
electronic, mechanical hydraulic means; Blade operator,
multi-engine; BULLDOZERS: Bulldozer Operator over 20,000
lbs and more than 100 horse up to 70,000 lbs; Drill Cat
Operator; Side-boom Operator; Cable-Plow Operator (any
type); CLEARING: Log Skidders; Chippers; Incinerator; Stump
Splitter (loader mounted or similar type); Stump Grinder
(loader mounted or similar type; Tub Grinder; Land Clearing
Machine (Track mounted forestry mowing & grinding machine);
Hydro Axe (loader mounted or similar type); COMPACTORS
SELF-PROPELLED: Compactor Operator, with blade; Compactor
Operator, multi-engine; Compactor Operator, robotic;
CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete
Cooling Machine Operator; Concrete Paving Road Mixer;
Concrete Breaker; Reinforced Tank Banding Machine (K-17 or
similar types); Laser Screed; CRANE: Chicago boom and
similar types; Lift Slab Machine Operator; Boom type
lifting device, 5 ton capacity or less; Hoist Operator, two
(2) drum; Hoist Operator, three (3) or more drums; Derrick
Operator, under 100 ton; Hoist Operator, stiff leg, guy
derrick or similar type, 50 ton and over; Cableway Operator
up to twenty (25) ton; Bridge Crane Operator, Locomotive,
Gantry, Overhead; Cherry Picker or similar type crane hoist
five (5) ton capacity or less; Hydraulic Crane Operator,
under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom
Crane Operator, under 50 tons; CRUSHER: Generator Operator;
Diesel- Electric Engineer; Grizzley Operator; DRILLING:
Drill Doctor; Boring Machine Operator; Driller-Percussion,
Diamond, Core, Cable, Rotary and similar type; Cat Drill
(John Henry); Directional Drill Operator over 20,000 lbs
pullback; FLOATING EQUIPMENT: Diesel-electric Engineer;
Jack Operator, elevating barges, Barge Operator,
self-unloading; Piledriver Operator (not crane type)
(Deckhand required); Floating Clamshell, etc. Operator,
under 3 cu. yds. (Fireman or Diesel-Electric Engineer
required); Floating Crane (derrick barge) Operator, less
than 30 tons; GENERATORS: Generator Operator;
Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail
Punch Operator (all types); Guardrail Auger Operator (all
types); Combination Guardrail machines, i.e., punch auger,
etc.; HEATING PLANT: Surface Heater and Planer Operator;

HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-pull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single

drum; Elevator Operator; A-frame Truck Operator, Double
 drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR:
 Hydraulic Boom Truck, Pittman; DRILLING: Churm Drill and
 Earth Boring Machine Operator; Directional Drill Operator
 over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman;
 FORKLIFT: Lull Hi-Lift Operator or similar type; Fork Lift,
 over 5 ton and/or robotic; HYDRAULIC HOES EXCAVATORS:
 Hydraulic Backhoe Operator, wheel type (Ford, John Deere,
 Case type); Hydraulic Backhoe Operator track type up to and
 including 20,000 lbs.; LOADERS: Loaders, rubber-tired type,
 less than 25,000 lbs; Elevating Grader Operator, Tractor
 Towed requiring Operator or Grader; Elevating loader
 operator, Athey and similar types; OILERS: Service Oiler
 (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr
 types; Pavement Breaker Operator; PUMPS: Pump Operator,
 more than 5 (any size); Pot Rammer Operator; RAILROAD
 EQUIPMENT: Locomotive Operator, under 40 tons; Ballast
 Regulator Operator; Ballast Tamper Multi-Purpose Operator;
 Track Liner Operator; Tie Spacer Operator; Shuttle Car
 Operator; Locomotive Operator, 40 tons and over; MATERIAL
 HAULERS: Cat wagon DJB's Volvo similar types; Conveyored
 material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders,
 self-propelled; Pulva-mixer or similar types; Chiip
 Spreading machine operator; Lime spreading operator,
 construction job siter; SWEEPERS: Sweeper operator (Wayne
 type) self-propelled construction job site; TRACTOR-RUBBER
 TIRED: Tractor operator,
 rubber-tired, 50 hp flywheel and under; Trenching machine
 operator, maximum digging capacity 3 ft depth; TUNNEL:
 Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill
 Operator (any type); Truck mounted asphalt spreader, with
 screed; COMPRESSORS: Compressor Operator (any power), under
 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler,
 Assistant Conveyor Operator; Conveyor Operator; Mixer Box
 Operator (C.T.B., dry batch, etc.); Cement Hog Operator;
 Concrete Saw Operator; Concrete Curing Machine Operator
 (riding type); Wire Mat or Brooming Machine Operator;
 CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler
 Driver; A-frame Truck Operator, single drum; Tugger or
 Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher
 Feeder; CRUSHER: Crusher oiler; Crusher feeder; DRILLING:
 Drill Tender; Auger Oiler; FLOATING EQUIPMENT:
 Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding
 Operator, construction job site (excluding working
 platform); Fork Lift or Lumber Stacker Operator,
 construction job site; Ross Carrier Operator, construction
 job site; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler,
 combination guardrail machines; Guardrail Punch Oiler;
 HEATING PLANT: Temporary Heating
 Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu
 yd.); Bucket Elevator Loader Operator, BarberGreene and
 similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck
 Crane Oiler- Driver; Auger Oiler; Grade Oiler, required to
 check grade; Grade Checker; PIPELINE-SEWER WATER: Tar Pot
 Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump
 Operator (any power); Hydrostatic Pump Operator; RAILROAD
 EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast
 Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER,
 ETC. OPERATOR: Oiler, Grade Oiler (required to check
 grade); Grade Checker; Fireman; SWEEPER: Broom operator,
 self propelled,

construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.
H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.
H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.
H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

* IRON0029-004 07/01/2006

	Rates	Fringes
Ironworker.....	\$ 29.64	14.76

LABO0001-006 06/01/2006

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 24.44	10.55

LABO0003-003 06/01/2006

ZONE 1:

LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.57	10.55
GROUP 2.....	\$ 23.15	10.55
GROUP 3.....	\$ 23.58	10.55
GROUP 4.....	\$ 23.95	10.55
GROUP 5.....	\$ 19.66	10.55

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 80 miles from the respective City Hall

ZONE 5 - More than 80 miles from the respective City Hall.

BASEPOINTS:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreaders; Asphalt Plant Laborers; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choke Setter; Cleanup Laborers; Curing, Concrete; Demolition, Wrecking, and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Fine Graders; Fence Builders; Form Strippers (not swinging stages); Guard Rail, Median Rail, Guide Post; Reference Post, Right-of-way Marker; Hazardous Waste Laborers; Landscaping or Planting Laborer; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or similar types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at jobsite); Weight-Man-Crusher (aggregate when used); General Laborer

GROUP 2: Applicator (including Pot Tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green-Cutter (concrete, rock, etc.); Concrete Laborer; Concrete Power Buggyman; Crusher Feeder; Demolition and Wrecking Charred Materials; Dropping and Wrapping Pipe; Guniting Nozzleman Tender; Guniting or Sand Blasting Pot Tender; Handlers or Mixers of all materials of an irritating nature (including cement and lime); Post Hole Diggers, Air, Gas or Electric; Sand Blasting (wet); Tampers; Tool Operators (includes but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers)

GROUP 3: Asbestos removal (structural removal only); Bit Grinder; Concrete Saw Operator; Drill Doctor; Drill Operators (Air Tracks, Cat Drills, Wagon Drills,

Rubber-mounted Drills, and other similar types, including at crusher plants); Manhole Builder; Nippers and Timbermen; Power Saw Operators (bucking and falling); Sand Blasting (dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks; Tugger Operator; Vibrator-all types; Vibrating Screed; Water Blaster

GROUP 4: Asphalt Rakers; Concrete Nozzleman; Grade Checker; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Pipe Layers-All types; Powdermen; Pumpcrete Nozzlemen; Loop Installation; Tunnel-miner; Tunner- powderman; Motorman-Dinky Locomotive; Shield Operator; Tunnel Bullgang (above ground); Tunnel Chuck Tenders; Tunnel-Muckers, Brakemen, Concrete Crew, Bull Gang (underground)

GROUP 5: Traffic Flaggers

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

PAIN0055-004 04/01/2006

	Rates	Fringes
Painters: Commercial		
BAKER, BENTON, CROOK,		
DESCHUTES, GRANT, HARNEY,		
JEFFERSON, LAKE, LANE,		
LINN, LINCOLN, MALHEUR AND		
WHEELER COUNTIES		
High work - All work 60		
feet or higher.....	\$ 18.18	6.73
Painters.....	\$ 17.43	6.73
CLACKAMAS, CLATSOP,		
COLUMBIA, GILLIAM, HOOD		
RIVER, MARION, MORROW,		
MULTNOMAH, POLK,		
TILLAMOOK, SHERMAN,		
UMATILLA, UNION, WALLOWA,		
WASCO, WASHINGTON AND		

YAMHILL COUNTIES

High work - All work 60

feet or higher.....\$ 19.18 6.73

Painters.....\$ 18.43 6.73

COOS, CURRY, DOUGLAS,
JACKSON, JOSEPHINE AND
KLAMATH COUNTIES

High work - All work 60

feet or higher.....\$ 16.18 6.73

Painters.....\$ 15.43 6.73

Painters: Industrial

BAKER, BENTON, CROOK,
DESCHUTES, GRANT, HARNEY,
JEFFERSON, LAKE, LANE,
LINN, LINCOLN, MALHEUR AND
WHEELER COUNTIES

Brush and Roller.....\$ 18.03 6.73

High work - All work over

60 feet or higher.....\$ 18.78 6.73

Spray, Sandblasting.....\$ 18.63 6.73

CLACKAMAS, CLATSOP,
COLUMBIA, GILLIAM, HOOD
RIVER, MARION, MORROW,
MULTNOMAH, POLK,
TILLAMOOK, SHERMAN,
UMATILLA, UNION, WALLOWA,
WASCO, WASHINGTON AND
YAMHILL COUNTIES

Brush and Roller.....\$ 19.03 6.73

High work - All work 60

feet or higher.....\$ 19.78 6.73

Spray, Sandblasting.....\$ 19.63 6.73

COOS, CURRY, DOUGLAS,
JACKSON, JOSEPHINE AND
KLAMATH COUNTIES

Brush & Roller.....\$ 16.03 6.73

High work - All work 60

feet or higher.....\$ 16.78 6.73

Spray, Sandblasting.....\$ 16.63 6.73

PAIN0055-005 06/01/2006

Rates

Fringes

Painters:

HIGHWAY & PARKING LOT

STRIPER.....\$ 26.99 8.05

PLAS0555-001 06/01/2006

ZONE 1:

Rates

Fringes

Cement Masons: (ZONE 1)

CEMENT MASONS DOING BOTH
COMPOSITION/POWER
MACHINERY AND

SUSPENDED/HANGING SCAFFOLD..\$ 28.61 11.60

CEMENT MASONS ON

SUSPENDED, SWINGING AND/OR

HANGING SCAFFOLD.....\$ 28.10 11.60

CEMENT MASONS.....\$ 27.59 11.60

COMPOSITION WORKERS AND
POWER MACHINERY OPERATORS...\$ 28.10 11.60

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall

PLUM0290-005 10/01/2005

BENTON, CLACKAMAS, CLATSOP, COLUMBIA, COOS, CROOK, CURRY,
DESCHUTES, DOUGLAS, GILLIAM, GRANT AND HARNEY (those portions
which lies north and west of a north-south line drawn from the
town of John Day to a point five miles east of the town of
Burns and three miles south of Burns thence on an airline
through the town of Wagontire west to the County lines), HOOD
RIVER, JACKSON, JEFFERSON, JOSEPHINE, KLAMATH, LAKE, LANE,
LINCOLN, LINN, MARION, MULTNOMAH, POLK, SHERMAN, TILLAMOOK,
WASCO, WASHINGTON, WHEELER AND YAMHILL COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 33.84	15.24

PLUM0296-004 06/01/2006

BAKER, HARNEY (Remainder of County) AND MALHEUR COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 24.61	9.77

PLUM0598-008 06/01/2006

GRANT (Remainder of County), MORROW, UMATILLA, UNION AND
WALLOWA COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 33.69	17.96

SUOR1991-003 04/01/1991

	Rates	Fringes
Timber Sales Roads:		

LABORERS.....	\$ 8.35	4.30
OPERATING ENGINEERS.....	\$ 10.37	4.15
POWER SAW, DRILLER,		
POWDERMAN.....	\$ 9.12	4.30
TEAMSTERS.....	\$ 9.74	3.74

TEAM0037-004 06/01/2006

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 25.15	11.00
GROUP 2.....	\$ 25.27	11.00
GROUP 3.....	\$ 25.40	11.00
GROUP 4.....	\$ 25.66	11.00
GROUP 5.....	\$ 25.88	11.00
GROUP 6.....	\$ 26.04	11.00
GROUP 7.....	\$ 26.24	11.00

Zone Differential (add to Zone 1 rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

Zone 1 - All jobs or projects located within 30 miles of the respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

ALBANY	ASTORIA	BAKER
BEND	BINGEN	BROOKINGS
BURNS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANTS PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	PORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and

including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cy yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

GROUP 4: Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds., includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS -(LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group

schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION